

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION  
HONORABLE JOHN A. KRONSTADT  
UNITED STATES DISTRICT JUDGE PRESIDING

- - -

TRADELINE ENTERPRISES PVT. LTD.,	)	
	)	
PLAINTIFF,	)	
	)	
VS.	)	CV115-08048-JAK
	)	
JESS SMITH & SONS, LLC, ET AL.,	)	
	)	
DEFENDANTS.	)	
_____	)	

REPORTER'S TRANSCRIPT OF PROCEEDINGS  
LOS ANGELES, CALIFORNIA  
MONDAY, APRIL 4, 2016; 8:30 AM

\_\_\_\_\_  
ALEXANDER T. JOKO, CSR NO. 12272  
FEDERAL OFFICIAL COURT REPORTER  
350 W. 1ST STREET, ROOM 4311  
LOS ANGELES, CA 90012  
AJ\_CSR@YAHOO.COM

1        **APPEARANCES OF COUNSEL:**

2        FOR PLAINTIFF:        DOMINIC SURPRENANT  
3                                QUINN EMANUEL URQUHART  
4                                OLIVER AND HEDGES LLP  
5                                865 S. FIGUEROA ST  
6                                10TH FL.  
7                                LOS ANGELES, CA 90017-2543

8                                PAUL JOSEPH SLATTERY  
9                                QUINN EMANUEL URQUHART  
10                                AND SULLIVAN LLP  
11                                865 SOUTH FIGUEROA STREET  
12                                10TH FLOOR  
13                                LOS ANGELES, CA 90017

14        FOR DEFENDANTS:    EDWARD C. DUCKERS  
15                                STOEL RIVES LLP  
16                                THREE EMBARCADERO CENTER  
17                                SUITE 1120  
18                                SAN FRANCISCO, CA 94111

19                                DANIEL J. WOODS  
20                                MUSIC PEELER AND GARRETT LLP  
21                                ONE WILSHIRE BOULEVARD  
22                                SUITE 2000  
23                                LOS ANGELES, CA 90017-3383  
24  
25

1 LOS ANGELES, CALIFORNIA; MONDAY, APRIL 4, 2016

2 8:30 AM

3 - - - - -

4  
5  
6 THE COURT: ITEM NO. 5, CV15-08048, TRADELINE  
7 ENTERPRISES V. JESS SMITH & SONS COTTON.

8 MR. SUPRENANT: GOOD MORNING, YOUR HONOR.  
9 DOMINIC SUPRENANT FOR THE PLAINTIFF.

10 MR. DUCKERS: GOOD MORNING, YOUR HONOR. ED  
11 DUCKERS FOR DEFENDANT JESS SMITH & SONS COTTON.

12 MR. SLATTERY: GOOD MORNING, YOUR HONOR. PAUL  
13 SLATTERY FOR PLAINTIFF.

14 MR. WOODS: GOOD MORNING, YOUR HONOR. DAN  
15 WOODS FOR DEFENDANT J.G. BOSWELL COMPANY.

16 THE COURT: GOOD MORNING. JUST A MINUTE.

17 WE'RE HERE ON A SERIES OF MOTIONS, AS  
18 WELL AS THE SCHEDULING CONFERENCE.

19 I THINK THE CORE ISSUES IN THE MOTIONS --  
20 THAT ARE PRESENTED BY THE MOTIONS ARE THE RULE 19  
21 ISSUE, INDISPENSABLE PARTY, AND THE MOTION TO -- AND  
22 THE ARBITRABILITY ISSUE.

23 THE MOTION TO DISMISS RAISES SOME ISSUES,  
24 BUT I DON'T -- DEPENDING ON THE OUTCOME OF THE FIRST  
25 TWO, IT MAY OR MAY NOT BE NECESSARY TO REACH THEM.

1                   WITH RESPECT TO THE INDISPENSABLE PARTY  
2                   ISSUE - I.E., WHETHER THE SUPIMA ASSOCIATION IS AN  
3                   INDISPENSABLE PARTY - MY TENTATIVE VIEW IS THAT IT'S  
4                   NOT.

5                   I THINK THAT THE NINTH CIRCUIT'S DECISION  
6                   IN WARD VERSUS APPLE IS INSTRUCTIVE, 791 F.3D 1041, AN  
7                   ANTITRUST CASE. APPLE AND THE TELEPHONE COMPANY WERE  
8                   BOTH -- ONLY APPLE WAS NAMED, NOT THE PROVIDER, AT&T.  
9                   AND I THINK THE ANALYSIS IS QUITE COMPARABLE HERE.

10                  SUBJECT TO MY UNDERSTANDING FROM THE  
11                  PLAINTIFF THAT IT WOULDN'T -- IT WOULD NOT -- THAT --  
12                  I'LL HEAR FROM THE PLAINTIFF ON ITS POSITION AS TO  
13                  WHETHER, IF THERE WERE SUCH A PROCEEDING HERE, AND IF  
14                  IT WERE DETERMINED THAT THERE WERE LIABILITY HERE AS TO  
15                  THESE DEFENDANTS, WHAT IS DEFENDANT'S POSITION -- WHAT  
16                  IS PLAINTIFF'S POSITION AS TO WHETHER THAT WOULD HAVE  
17                  ANY POSSIBLE COLLATERAL ESTOPPEL EFFECT ON SUPIMA  
18                  ASSOCIATION?

19                  AND IF YOU'RE PREPARED TO SAY IT WOULD  
20                  HAVE NONE, THEN I THINK THAT WOULD ALSO BE CONSISTENT  
21                  WITH THE RATIONALE OF THE AT&T MATTER.

22                  THE DIFFERENCE BEING THE FACTUAL  
23                  DIFFERENCE BETWEEN AT&T AND THE SUPIMA ASSOCIATION,  
24                  GIVEN THE ROLE THAT CERTAIN OTHER DEFENDANTS HAVE WITH  
25                  SUPIMA, INCLUDING ONE DEFENDANT SERVING AS ITS CHAIR.

1                   WITH RESPECT TO THE ARBITRATION ISSUE,  
2           YOU AGREE ON CERTAIN THINGS, THAT ARIZONA LAW APPLIES  
3           TO DETERMINE THE DOCTRINE OF WHETHER A NON-SIGNATORY --  
4           WHETHER A DEFENDANT WHO IS NOT A SIGNATORY CAN SEEK TO  
5           REQUIRE A PLAINTIFF WHO IS A SIGNATORY TO AN AGREEMENT  
6           WITH AN ARBITRATION CLAUSE TO ARBITRATE AS TO -- TO  
7           ARBITRATE. AND YOU AGREE THAT ARIZONA LAW APPLIES.

8                   AND THERE ARE ARIZONA COURT OF APPEAL  
9           DECISIONS ON THIS ISSUE, THE ESTOPPEL BEING PRESENTED  
10          IN DIFFERENT FORMS. THOSE DECISIONS, INCLUDING THE SUN  
11          VALLEY RANCH DECISION, IN CONDUCTING AN ANALYSIS OF  
12          ARIZONA LAW, HAVE LOOKED TO FEDERAL COURTS OF APPEAL  
13          WHICH HAVE BEEN APPLYING THE SAME DOCTRINE, NOT UNDER  
14          ARIZONA LAW, BUT UNDER THE LAWS OF DIFFERENT STATES AND  
15          AS WELL AS UNDER THE FEDERAL ACT.

16                  WHAT YOU DIDN'T DISCUSS IN YOUR BRIEFS  
17          ARE SOME CASES THAT I THINK ARE ACTUALLY IMPORTANT ON  
18          THAT ISSUE. AND THEY INCLUDE THE PRM CASE FROM THE  
19          EIGHTH CIRCUIT, 592 F.3D 830, AN EIGHTH CIRCUIT  
20          DECISION FROM 2010; ANOTHER EIGHTH CIRCUIT DECISION,  
21          WHOLESALE, 707 F.3D. 919, A DECISION FROM THE EIGHTH  
22          CIRCUIT IN 2013. THERE'S THE FOURTH CIRCUIT CASE IN  
23          AMERICAN BANKERS, 453 F.3D 623, WHICH I THINK, ALSO, IS  
24          SIGNIFICANT. AND EACH OF THOSE CASES CITES OTHER  
25          FEDERAL CIRCUIT CASES, INCLUDING CASES FROM THE SECOND

1 CIRCUIT ON THIS ISSUE. AND, AS I SAY, YOU HAVEN'T  
2 BRIEFED THOSE CASES. AND I DON'T KNOW IF YOU'RE  
3 FAMILIAR WITH THEM.

4 ARE YOU FAMILIAR WITH THEM?

5 MR. SUPRENANT: YOUR HONOR, AMERICAN BANKERS  
6 WAS CITED IN THE REPLY. AND I AM PREPARED TO DISCUSS  
7 IT.

8 THE COURT: HOW ABOUT THE PRM CASE?

9 MR. SUPRENANT: I AM NOT FAMILIAR WITH THOSE  
10 CASES, YOUR HONOR.

11 THE COURT: AND THE WHOLESALE CASE?

12 MR. SUPRENANT: I DO NOT BELIEVE THAT WAS  
13 CITED BY EITHER PARTY.

14 THE COURT: I THINK NOT.

15 ARE YOU FAMILIAR WITH THE PRM CASE?

16 MR. DUCKERS: I AM NOT, YOUR HONOR, OR THE  
17 WHOLESALE CASE.

18 THE COURT: ALL RIGHT. THANK YOU.

19 I THINK THE CASES TALK ABOUT THE  
20 EQUITABLE ESTOPPEL DOCTRINE, AND THEY GIVE VARIOUS  
21 STANDARDS.

22 IN THE AMERICAN BANKERS CASE, WHICH  
23 INVOLVED THE PROMISSORY NOTE SOLD TO INVESTORS, IN THE  
24 ARBITRATION CLAUSE, THEY WERE SOLD BY AN ENTITY THAT  
25 HAD SOLD THE INSURANCE POLICIES IN CONNECTION WITH

1 AMERICAN BANKERS, WHICH HAD AGREED TO UNDERWRITE THEM.  
2 AND YOU'RE AWARE OF THE FACTS THERE.

3 AND THERE'S -- YOU KNOW, YOU CAN TAKE  
4 DIFFERENT POSITIONS ON HOW TO APPLY THAT CASE, BUT I  
5 THINK IT NEEDS TO BE LOOKED AT IN CONNECTION WITH THESE  
6 OTHER CASES TO WHICH I'VE REFERRED. AND, THEREFORE, I  
7 WOULD LIKE TO GET YOUR INPUT.

8 IN THE PRM CASE, FOR EXAMPLE, A LICENSOR  
9 ENTERED AN AGREEMENT WITH THE LICENSEE. AND THERE WAS  
10 A DISPUTE ABOUT WHAT THE SCOPE OF THAT LICENSE  
11 AGREEMENT WAS. WELL, IT WASN'T A "DISPUTE." THERE  
12 WERE CERTAIN PARTS OF THAT LICENSE AGREEMENT LIMITING  
13 ITS GEOGRAPHIC SCOPE. THE LICENSEE ENTERED AN  
14 AGREEMENT WITH ANOTHER -- WITH ANOTHER PARTY THAT WAS  
15 IN A GEOGRAPHIC AREA THAT WAS, ARGUABLY, NOT WITHIN THE  
16 SCOPE OF THE ORIGINAL LICENSE. A DISPUTE AROSE. AND  
17 THAT LICENSEE WAS SUED. AND THAT NEW PARTY WAS SUED  
18 AND SOUGHT TO REQUIRE THE PLAINTIFF/LICENSOR TO  
19 ARBITRATE CONSISTENT WITH THAT ARBITRATION AGREEMENT  
20 THAT WAS JUST PART OF THE ORIGINAL LICENSING AGREEMENT.  
21 AND THE EIGHTH CIRCUIT CONCLUDED THAT IT WAS REQUIRED  
22 TO ARBITRATE.

23 THE EIGHTH CIRCUIT DISTINGUISHED THAT  
24 CASE AND THE WHOLESALE CASE, WHICH IS AN ANTITRUST CASE  
25 INVOLVING PURCHASERS OF FOOD MERCHANDISE -- RETAILERS

1 OF FOOD MERCHANDISE, SAYING THERE WAS A CONSPIRACY  
2 AMONG THOSE WHO PROVIDED THE FOOD PRODUCTS TO THEM.  
3 AND EACH -- EACH OF THE FOOD PROVIDERS HAD AN AGREEMENT  
4 WITH THE RETAILER PLAINTIFFS. AND THE AGREEMENTS  
5 CONTAINED ARBITRATION CLAUSES. THE INDIVIDUAL  
6 PLAINTIFFS ELECTED TO SUE THE DEFENDANTS WITH WHOM THEY  
7 DID NOT HAVE AGREEMENTS. SO THEY SUED OTHER ALLEGED  
8 CO-CONSPIRATORS. AND THE EIGHTH CIRCUIT DISTINGUISHED  
9 PRM THERE BASED ON THE -- AS YOU'LL SEE WHEN YOU READ  
10 IT.

11 I THINK THAT THE MOST EFFICIENT WAY TO  
12 PROCEED IS TO GET SOME SUPPLEMENTAL BRIEFING WITH  
13 RESPECT TO YOUR RESPECTIVE VIEWS ON THESE CASES BECAUSE  
14 I THINK THEY'RE SIGNIFICANT IN THEIR APPROACH.

15 AGAIN, THEY'RE NOT CONTROLLING ARIZONA  
16 LAW; BUT, AS I STATED, THE ARIZONA COURTS OF APPEAL  
17 HAVE LOOKED TO FEDERAL AUTHORITY ON THIS. SO I THINK  
18 THAT'S THE WAY -- I THINK THAT'S GOING TO BE THE MOST  
19 EFFICIENT WAY TO PROCEED.

20 THAT WAY, I'M NOT GOING TO ISSUE AN ORDER  
21 ANALYZING CASES THAT YOU HAVEN'T LOOKED AT.

22 AND IF YOU FIND OTHER CASES THAT YOU  
23 THINK ARE IMPORTANT, YOU'LL TELL ME.

24 AND, TO BE CLEAR ABOUT THIS, I  
25 RECOGNIZE -- I UNDERSTAND -- I HAVE READ THESE CASES.



1 SO I RECOGNIZE THAT THE WHOLESALE CASE IS AN ANTITRUST  
2 CASE. I KNOW THAT. AND I RECOGNIZE THAT IT  
3 DISTINGUISHES THE PRM CASE. AND I KNOW THAT THE PRM --  
4 THEY'RE FROM THE SAME CIRCUIT.

5 SO TO BE HELPFUL HERE, I THINK WHAT YOU  
6 NEED TO DO IS TO GIVE ME NOT JUST, "OH, WELL, THIS  
7 CASE" -- "THE EIGHTH CIRCUIT DISTINGUISHED THAT CASE."

8 I THINK YOU HAVE TO REALLY CAREFULLY  
9 THINK ABOUT IT IN THE CONTEXT OF THE ALLEGATIONS THAT  
10 ARE MADE IN THE COMPLAINT HERE, WHICH ARE QUITE  
11 DETAILED WITH RESPECT TO THE ROLE OF SUPIMA  
12 ASSOCIATION -- ALLEGED ROLE OF SUPIMA ASSOCIATION.  
13 THAT'S WHAT I NEED.

14 I HAVE READ THE CASES, BUT I NEED YOU TO  
15 GIVE ME YOUR RESPECTIVE VIEWS ON HOW THEY APPLY IN  
16 LIGHT OF, NOT JUST THOSE TWO CASES, BUT, AS I SAID,  
17 THERE'S A SERIES OF CASES FROM DIFFERENT CIRCUITS THAT  
18 ARE OFTEN CITED THAT LOOK AT THIS. SO THAT'S WHAT I  
19 THINK WOULD BE THE MOST EFFICIENT.

20 SO BEFORE I -- THAT'S MY TENTATIVE  
21 THINKING.

22 MR. SUPRENANT, LET ME HEAR FROM YOU ON  
23 THAT.

24 MR. SUPRENANT: WOULD IT BE THE MOTION TO  
25 COMPEL OR THE 12(B)(7) ISSUE?

1 THE COURT: WELL, EITHER ONE. IT'S THE MOTION  
2 TO COMPEL -- IT'S THE ARBITRATION ISSUE. I THINK THE  
3 TWO ISSUES THAT I SAID ARE SIGNIFICANT ARE THE  
4 INDISPENSABLE PARTY ISSUE. IF I WERE TO CONCLUDE THAT  
5 SUPIMA ASSOCIATION IS AN INDISPENSABLE PARTY, THEN  
6 THERE'S AN ARBITRATION PROVISION.

7 TO BE CLEAR, THERE ARE TWO DIFFERENT  
8 ARBITRATION AGREEMENTS. THERE'S THE ARBITRATION  
9 AGREEMENT THAT'S PART OF THE LICENSING AGREEMENT, AND  
10 THEN THERE ARE OTHER -- THERE'S THEN -- WHEN THE  
11 SUPPLIERS -- IN THE CONTRACTS BETWEEN PLAINTIFF AND  
12 THOSE TO WHOM PLAINTIFF SELLS, THERE'S AN ARBITRATION  
13 STATEMENT. I THINK THERE ARE TWO DIFFERENT AGREEMENTS.

14 I'M FOCUSING ON THE ARBITRATION AGREEMENT  
15 IN THE SUPIMA LICENSING AGREEMENT.

16 I'M NOT FOCUSING -- I AM NOT PERSUADED,  
17 AT THIS POINT, THAT THE OTHER ONE-SENTENCE STATEMENT  
18 ABOUT ARBITRABILITY OF DISPUTES OVER GOODS PURCHASED  
19 AND SOLD IS COMPELLING. I THINK -- I DON'T THINK  
20 IT'S -- I DON'T THINK THAT'S THE ISSUE.

21 SO THE POINTS ARE, ONE, RULE 19, WHERE MY  
22 TENTATIVE VIEW WOULD BE THAT SUPIMA IS NOT A NECESSARY  
23 PARTY AND SUBJECT TO THE ISSUE I STATED AS TO  
24 COLLATERAL ESTOPPEL.

25 AND, SECOND, ON ARBITRABILITY, THE

1 OBLIGATION OF A NON -- OF THE PLAINTIFF, WHO IS A  
2 SIGNATORY, TO ARBITRATE NOTWITHSTANDING THAT THE  
3 PLAINTIFF HAS NOT SUED THE PARTY -- SUED THE ENTITY  
4 WITH WHOM IT CONTRACTED, BUT HAS SUED OTHERS WHO HAVE A  
5 LINKS TO THAT ENTITY.

6 MR. SUPRENANT: YES, YOUR HONOR.

7 FIRST, I THINK UNDER THE WARD V. APPLE  
8 CASE, THAT IT HOLDS THAT THERE CANNOT BE ISSUE  
9 PRECLUSION FLOWING FROM A LITIGATION IN WHICH  
10 T-MOBILE -- IT WAS AT&T. AT&T WAS NOT A PARTY. I  
11 WOULD NOT ARGUE THAT -- I DON'T THINK THEY CAN HAVE  
12 ISSUES PRECLUDED BECAUSE THEY'RE NOT A PARTY. THEY'RE  
13 NOT REPRESENTED. AND I THINK THAT IS CONSISTENT WITH  
14 THE PRETTY CLEAR HOLDING IN WARD VERSUS APPLE JUST LAST  
15 YEAR. SO I DO NOT THINK THEY ARE A NECESSARY PARTY. I  
16 THINK WARD VERSUS APPLE CONTROLS.

17 THE COURT: ARE YOU PREPARED -- WOULD YOU BE  
18 PREPARED TO STIPULATE THAT THERE WOULD BE NO COLLATERAL  
19 ESTOPPEL EFFECT?

20 MR. SUPRENANT: I WOULD BE, BUT I WOULD HAVE  
21 TO DISCUSS WITH MY CO-COUNSEL AND MY CLIENT. BUT I  
22 THINK, AS A PRELIMINARY MATTER, I WOULD BE WILLING TO  
23 SO STIPULATE, YOUR HONOR.

24 THE COURT: I UNDERSTAND.

25 GO AHEAD.

1 MR. SUPRENANT: WITH RESPECT TO THE MOTION TO  
2 COMPEL ARBITRATION, I DON'T WANT TO SWIM UPSTREAM  
3 AGAINST YOUR HONOR'S TENTATIVE.

4 THE COURT: I DIDN'T SAY A "TENTATIVE." I  
5 DIDN'T STATE ONE.

6 MR. SUPRENANT: THANK YOU, YOUR HONOR.

7 THE COURT: I DON'T THINK I DID.

8 DID I STATE IT?

9 I DON'T THINK I STATED A TENTATIVE VIEW  
10 ON THAT, OTHER THAN THAT I WANTED YOU TO ADDRESS THESE  
11 CASES, WHICH WENT IN DIFFERENT DIRECTIONS.

12 MR. SUPRENANT: BY A "TENTATIVE," I WAS BEING  
13 IMPRECISE. I MEANT YOUR HONOR'S COMMENTS.

14 THE FIRST THING I WOULD SAY IS,  
15 PLAINTIFFS (SIC) BEAR THE BURDEN. AND IF THEY LOSE ON  
16 THE CASES THEY HAVE IDENTIFIED, WHICH I THINK THEY  
17 DO -- I WILL BE PERFECTLY AT YOUR HONOR'S PLEASURE TO  
18 BRIEF THOSE ADDITIONAL CASES. BUT MY FIRST ARGUMENT  
19 WOULD BE, UNDER THE CASES THEY CITE, THEY LOSE, I THINK  
20 WE SHOWED IN OUR OPPOSITION.

21 THEY DID, YOUR HONOR, IN THE REPLY, CITE  
22 A NEW CASE, ONE OF THE THREE CASES YOUR HONOR  
23 DISCUSSED, WHICH IS THE AMERICAN BANKERS. AND I HAD  
24 THAT DECISION BECAUSE I THINK IT'S IMPORTANT BECAUSE IT  
25 REALLY IS IN LINE WITH -- IT IS IN LINE WITH THE

1 ARGUMENT THAT WE MADE. AND I PULLED IT OUT BECAUSE I  
2 HAVE IT HERE WITH ME, YOUR HONOR.

3 THE COURT: I HAVE IT.

4 MR. SUPRENANT: AND I MANAGED TO LOSE IT.

5 IT'S RIGHT HERE, YOUR HONOR.

6 IT'S COMPLETELY CONSISTENT -- IN OUR  
7 OPPOSITION, WE SAID, UNDER THE EQUITABLE ESTOPPEL CASES  
8 THAT THEY HAD CITED, IF WE HAD SUED MR. LEWKOWITZ AND  
9 MR. CURLEE, THE EXECUTIVE VICE PRESIDENT AND THE  
10 PRESIDENT OF THE ASSOCIATION, THEY COULD SAY, "LOOK,  
11 WE'RE NOT SIGNATORIES TO THIS, BUT YOU WERE ATTEMPTING  
12 TO FIND LIABILITY AGAINST US BASED ON OUR CONDUCT UNDER  
13 THAT CONTRACT." AND I THINK THAT WOULD BE AN  
14 APPROPRIATE USE OF EQUITABLE ESTOPPEL.

15 THEY CITE A RELATED CASE -- AND WE  
16 ADMITTED THAT. WE SAID IN THE OPPOSITION, IF YOU WERE  
17 TRYING TO ESTABLISH LIABILITY AGAINST THE DEFENDANT, A  
18 NON-SIGNATORY, BASED ON HIS OR HER OBLIGATIONS OR  
19 PERFORMANCE UNDER THE CONTRACT THAT GIVES RISE TO THE  
20 ARBITRATION, THEN EQUITABLE ESTOPPEL APPLIES.

21 AND I THINK, YOUR HONOR, THE AMERICAN  
22 BANKERS CASE IS REALLY CONSISTENT WITH THAT BECAUSE THE  
23 HOLDING IN THAT CASE - AND I'M READING AT 453 F.3D. AT  
24 628 - "ESTOPPEL IS APPROPRIATE, IF" - AND THEY'RE  
25 QUOTING ANOTHER AUTHORITY - "IN SUBSTANCE, THE

1       SIGNATORY'S UNDERLYING COMPLAINT," THAT WOULD BE  
2       TRADELINE, "IS BASED ON THE NON-SIGNATORY'S," THAT  
3       WOULD BE THE DEFENDANTS, "ALLEGED BREACH OF THE  
4       OBLIGATIONS AND DUTIES ASSIGNED TO IT UNDER THE  
5       AGREEMENT," CITING SUNKIST.

6                       WE DO NOT ALLEGE THAT J.G. BOSWELL OR  
7       JESS SMITH'S LIABILITY ARISES UNDER THEIR FAILURE UNDER  
8       BREACHES OF OBLIGATIONS AND DUTIES UNDER THE SUPIMA  
9       LICENSE AGREEMENT. SO I THINK AMERICAN BANKERS, YOUR  
10      HONOR, IS PERFECTLY CONSISTENT WITH THE OPPOSITION --  
11      WITH OUR ARGUMENT IN THE OPPOSITION.

12                    THE COURT: ONE OF THE THINGS ALLEGED IN THE  
13      COMPLAINT IS THAT THE SUPIMA LICENSING AGREEMENT WAS  
14      UNILATERALLY AND IMPROPERLY CHANGED TO PERMIT A  
15      TERMINATION WITHOUT THE OPPORTUNITY FOR AN ANALYSIS OF  
16      THE SUPIMA.

17                    MR. SUPRENANT: THAT'S CORRECT.

18                    BUT THAT IS NOT AN OBLIGATION OR DUTY  
19      WITH RESPECT TO THE DEFENDANTS.

20                    THE COURT: NO, I UNDERSTAND.

21                    BUT IT'S AN OBLIGATION OR DUTY THAT IS  
22      PART OF THE COMPLAINT, ISN'T IT, OF THE ORGANIZATION?

23                    MR. SUPRENANT: WHAT WE SAY IS THAT, PART OF  
24      THE CONSPIRACY WAS TO DEPRIVE US OF PROCEDURAL  
25      PROTECTIONS WE HAD UNDER THE LICENSE. THAT'S CORRECT,

1 YOUR HONOR.

2 BUT THERE IS NO OBLIGATION THAT THE  
3 LICENSE AGREEMENT IMPOSES ON THE DEFENDANTS. IT'S NOT  
4 LIKE WE CAN SAY THE QUOTE I JUST READ FROM AMERICAN  
5 BANKERS. OUR CLAIM DOES NOT ARISE FROM ANY OBLIGATION  
6 THEY HAD.

7 NOW, WE WOULD -- IF MY CLIENT HAD MORE  
8 RESOURCES AND THE SUPIMA ASSOCIATION HAD MORE WORTH, WE  
9 WOULD PURSUE THEM IN ARBITRATION; BUT THE ECONOMICS  
10 DON'T MAKE ANY SENSE.

11 BUT I DON'T THINK THE DEFENDANTS HAVE ANY  
12 ARGUMENT -- EQUITABLE ESTOPPEL ARGUMENT THAT IS  
13 SUPPORTED BY THE CASE LAW. IT'S NOT SUPPORTED BY  
14 SUNKIST. AND I DON'T THINK IT'S SUPPORTED BY AMERICAN  
15 BANKERS.

16 THE COURT: IF THE LICENSE HAD NEVER BEEN  
17 TERMINATED, WOULD THE CURRENT CLAIMS BE VIABLE?

18 MR. SUPRENANT: IF THE LICENSE HAD NEVER BEEN  
19 TERMINATED --

20 THE COURT: WOULD THE CURRENT CLAIMS BE  
21 VIABLE?

22 MR. SUPRENANT: NO. IF WE HAD NEVER -- WELL,  
23 LET ME TAKE THAT BACK.

24 KNOWING WHAT WE KNOW NOW, YOUR HONOR,  
25 HAVING TAKEN VERY LITTLE DISCOVERY, THERE WAS AN

1 ORGANIZED CAMPAIGN OF DISPARAGEMENT -- FALSE  
2 DISPARAGEMENT THAT PREVENTED US FROM GETTING AN  
3 ENORMOUSLY VALUABLE CUSTOMER THAT J.G. BOSWELL NOW  
4 SERVES, AND WE THINK EITHER PRINCIPALLY OR EXCLUSIVELY.

5 THE COURT: IS THAT A SECTION 1 CLAIM?

6 MR. SUPRENANT: THAT WOULD BE A SECTION 1  
7 CLAIM -- I'M THINKING ON MY FEET, YOUR HONOR.

8 I THINK THERE WOULD BE A CONSPIRACY  
9 CLAIM. I THINK IT WOULD CHANGE THE CONTOURS OF THE  
10 COMPLAINT.

11 BUT THE LICENSE BEING TERMINATED, AS WE  
12 ALLEGED AND CAN PROVE, LED TO ESSENTIALLY THE  
13 IMMEDIATE --

14 THE COURT: NO, THAT'S WHAT I'M FOCUSING ON.  
15 THAT'S -- ALL RIGHT.

16 MR. SUPRENANT: AND THEY CITED ANOTHER CASE,  
17 YOUR HONOR, IN THEIR REPLY, THE GRIGSON VERSUS CREATIVE  
18 ARTIST AGENCY, 210 F.3D 524, FIFTH CIRCUIT 2000.  
19 THERE, IT'S THE SAME EXACT PRINCIPLE THAT THE -- AS THE  
20 AMERICAN BANKERS CASE. IT STATES AT 528 THAT A  
21 PLAINTIFF, THAT'S US, TRADELINE, CANNOT ON THE ONE HAND  
22 SEEK TO HOLD THE NON-SIGNATORE LIABLE PURSUANT TO THE  
23 DUTIES IMPOSED BY THE AGREEMENT. NO PART OF OUR  
24 COMPLAINT SAYS THERE WERE DUTIES IMPOSED BY THE LICENSE  
25 AGREEMENT ON THE DEFENDANTS.



1 SO I THINK, AT THIS POINT, YOUR HONOR,  
2 THE MOTION SHOULD BE DENIED BECAUSE PLAINTIFFS (SIC)  
3 HAVE FAILED TO CITE ANY AUTHORITY THAT SUPPORTS IT.

4 THE COURT: ALL RIGHT. I UNDERSTAND.

5 BUT I WANT YOU TO ADDRESS THE CASES THAT  
6 I HAVE FOCUSED ON.

7 MR. SUPRENANT: YES, YOUR HONOR.

8 THE COURT: I'M NOT GOING TO IGNORE THEM. SO  
9 I -- IN OTHER WORDS, I'M NOT GOING TO JUST -- I JUST --  
10 MAYBE YOU'LL BOTH CONCLUDE THAT THE CASES TO WHICH I  
11 HAVE REFERRED DON'T APPLY. AND THAT'S FINE. BUT I  
12 WOULD LIKE TO HEAR YOUR VIEWS ON THAT BEFORE I DECIDE  
13 THE ISSUE.

14 MR. SUPRENANT: YES, YOUR HONOR.

15 JUST INDICATE A SCHEDULE, AND WE WILL  
16 COMPLY.

17 THE COURT: THANK YOU.

18 MR. SUPRENANT: THANK YOU, YOUR HONOR.

19 MR. DUCKERS: THANK YOU, YOUR HONOR. ED  
20 DUCKERS FOR JESS SMITH. IF IT PLEASE THE COURT, I'LL  
21 BE VERY BRIEF.

22 WITH RESPECT TO THE 12(B)(7) MOTION TO  
23 DISMISS AND THE APPLICATION OF THE WARD CASE TO THE  
24 FACTS HERE, LET ME JUST POINT OUT A COUPLE OF  
25 DISTINGUISHING FACTORS BECAUSE I DON'T THINK WARD

1 APPLIES.

2 AND JUST AS A STARTING POINT, LET'S BEAR  
3 IN MIND, WARD IS A CONSUMER CLASS ACTION WHERE THE  
4 CONSUMERS SIGNED BOILERPLATE ARBITRATION CLAUSES. IT  
5 WAS THE PLAINTIFF'S THIRD CRACK AT TRYING TO GET AROUND  
6 THE ARBITRATION PROVISIONS IN THE AT&T CONTRACT BY  
7 ARTFULLY PLEADING IT SUCH THAT APPLE COULD ONLY BE THE  
8 DEFENDANT.

9 THAT'S QUITE DIFFERENT, YOUR HONOR, THAN  
10 THIS CIRCUMSTANCE WHERE YOU ARE DEALING WITH A  
11 SOPHISTICATED INTERNATIONAL PLAINTIFF DOING BUSINESS IN  
12 THIS CASE AND WITH A TRADE ASSOCIATION.

13 BUT MORE FUNDAMENTALLY --

14 THE COURT: WHY DOES THAT MATTER IN TERMS OF  
15 ANALYZING THE ANTITRUST ISSUE?

16 MR. DUCKERS: I THINK IT PUTS IT INTO CONTEXT.

17 NOW LET ME NOW TALK ABOUT THE ANTITRUST  
18 ISSUES. IT'S SORT OF A PRACTICAL OBSERVATION, YOUR  
19 HONOR, THAT, IN WARD, YOU HAD THE NINTH CIRCUIT LOOKING  
20 AT A CONSUMER CLASS ACTION. THAT BECAUSE OF  
21 ARBITRATION CLAUSES AND CLASS WAIVERS IN THEM, IT  
22 EFFECTIVELY WOULD HAVE BEEN DEAD. IT COULDN'T HAVE  
23 BEEN ARBITRATED. IT WOULD NOT -- IT WOULD NOT HAVE  
24 BEEN ECONOMIC TO ARBITRATE THEM, UNLIKE THIS CASE WHERE  
25 IT CLEARLY WOULD BE ECONOMIC TO ARBITRATE THIS CASE FOR

1       TRADELINE.   THEY SOUGHT TO ARBITRATE THIS CASE THREE  
2       YEARS AGO AND THEN ABANDONED THAT EFFORT.

3               THE COURT:   WARD DOESN'T SAY THAT, DOES IT?

4               MR. DUCKERS:   EXCUSE ME?

5               THE COURT:   THE APPLE CASE DOESN'T SAY THAT,  
6       DOES IT?

7               MR. DUCKERS:   NO.

8                       I MEAN, IT DOESN'T SAY IT IN SO MANY  
9       WORDS, BUT IT DESCRIBES THE NATURE OF THE CASE.

10              THE COURT:   OKAY.   GO AHEAD.

11              MR. DUCKERS:   AND I'M JUST SPEAKING AS A  
12       PRACTICAL LAWYER UNDERSTANDING THE IMPLICATIONS OF  
13       THAT.

14              THE COURT:   I UNDERSTAND THE ARGUMENT.   I JUST  
15       WANTED TO MAKE SURE I -- WE WERE CLEAR THAT IT WAS AN  
16       ASSUMPTION ABOUT HOW THE CASE SHOULD BE APPLIED AS  
17       OPPOSED TO SOMETHING THE CASE SAID.

18              MR. DUCKERS:   IT IS AN INTERPRETATION OF THE  
19       CASE IN LIGHT OF THE FACTS.

20              THE COURT:   OKAY.

21              MR. DUCKERS:   YOUR HONOR, IN THE NINTH  
22       CIRCUIT, THE ONLY ARGUMENT THAT WAS MADE AS TO HOW AT&T  
23       WOULD BE HURT OR HARMED BY THE CASE GOING FORWARD, WHY  
24       IT WOULD CLAIM AN INTEREST IS, IT WOULD BE SUBJECT TO  
25       ADDITIONAL REGULATORY SCRUTINY UNDER THE ANTITRUST

1 LAWS, AND THAT IT WOULD SUFFER SOME SORT OF  
2 REPUTATIONAL DAMAGE.

3 AND THE HOLDING OF WARD IS REALLY VERY  
4 LIMITED WHERE THE NINTH CIRCUIT SAYS, THAT'S NOT ENOUGH  
5 TO CLAIM AN INTEREST IN A CASE. THAT HAS NO  
6 APPLICATION HERE.

7 SUPIMA'S BUSINESS IS THE PROMOTION OF THE  
8 SUPIMA BRAND. IT IS AN ORGANIZATION OF COTTON GROWERS  
9 WHO GROW AMERICAN EXTRA-LONG STAPLE COTTON, WHICH IS  
10 BRANDED "SUPIMA" AND MARKETING AROUND THE WORLD.

11 DAMAGE TO THE SUPIMA BRAND ISN'T  
12 REPUTATIONAL DAMAGE TO SUPIMA ASSOCIATION. IT GOES TO  
13 THE HEART OF THE REASON FOR THE ASSOCIATION'S  
14 EXISTENCE. IT'S ABSOLUTELY DEVASTATING.

15 IF IT CAN'T CONTROL WHO OPERATES USING  
16 THAT BRAND, IT RISKS COMPLETELY DEVALUING THE BRAND AND  
17 DESTROYS ITS BUSINESS.

18 WE'RE NOT HERE ADVANCING THE SORT OF THIN  
19 AND FLIMSY ARGUMENTS THAT APPLE WAS ADVANCING FOR WHY  
20 AT&T SHOULD BE INCLUDED IN THAT CASE.

21 WE'RE HERE SAYING TO THE COURT, YOUR  
22 HONOR, THIS GOES TO THE VERY HEART OF THE REASON FOR  
23 THE SUPIMA ASSOCIATION'S EXISTENCE. IT'S WHAT IT DOES.  
24 IT HAS TO PROTECT THE BRAND. IT TERMINATED TRADELINE'S  
25 LICENSE, AS WE POINT OUT IN THE MATERIALS, BECAUSE IT

1 WAS SELLING ADULTERATED PRODUCT AND BECAUSE IT  
2 DEFAULTED ON CONTRACTS. AND THOSE ARE THE SORTS OF  
3 ACTIONS THAT A TRADE ASSOCIATION TAKES TO PROTECT THE  
4 VALUE OF ITS BRAND AND TO PROTECT ITS MEMBERS. AND IF  
5 THAT IS TAKEN AWAY FROM IT IN A PIECE OF LITIGATION, AS  
6 COULD HAPPEN HERE, THEN IT IS BEING SIGNIFICANTLY  
7 INJURED.

8 THE COURT: JUST A MINUTE.

9 LET ME MAKE SURE I UNDERSTAND SOMETHING.  
10 IN THE PRAYER FOR RELIEF IN A COMPLAINT, IS IT YOUR  
11 POSITION THAT THAT'S SEEKING RELIEF OTHER THAN MONETARY  
12 RELIEF?

13 MR. DUCKERS: IT ASKS FOR SUCH OTHER AND  
14 FURTHER RELIEF AS THE COURT MIGHT BE WILLING TO GRANT.  
15 SO IT GOES BEYOND MONETARY RELIEF.

16 WHETHER THEY'RE GOING TO ASK THIS COURT  
17 TO ORDER SUPIMA TO REINSTATE THEIR LICENSE, I DON'T  
18 KNOW.

19 THE COURT: WHAT I WANT TO UNDERSTAND WITH  
20 RESPECT TO YOUR ARGUMENT IS, THE INJURY TO SUPIMA THAT  
21 YOU -- IN OTHER WORDS, YOU ARE CONTENDING THAT SUPIMA  
22 IS IN FACT AN INDISPENSABLE PARTY UNDER RULE 19.

23 MR. DUCKERS: YES, YOUR HONOR.

24 THE COURT: WHAT I WANT TO UNDERSTAND -- MAKE  
25 SURE I HAVE A CLEAR UNDERSTANDING OF IS, WHAT IS THE

1 INJURY TO SUPIMA THAT YOU CONTEND WOULD -- LET'S  
2 SUPPOSE, HYPOTHETICALLY, THAT THE PLAINTIFFS STIPULATE  
3 THEY WILL NOT BE SEEKING MONETARY RELIEF FROM SUPIMA.

4 WHAT INJURY TO SUPIMA WOULD RESULT IF THE  
5 PLAINTIFF PREVAILS ON THE ANTITRUST CLAIMS?

6 MR. DUCKERS: WELL, THE INJURY TO SUPIMA THAT  
7 WOULD RESULT WOULD BE IF THEY WERE, IN ONE WAY OR  
8 ANOTHER, FORCED TO RENEW TRADELINE'S LICENSE.

9 AND I DON'T KNOW THAT MR. SUPRENTANT CAN  
10 STAND IN THIS COURTROOM TODAY AND SIMPLY AS A LAWYER  
11 STIPULATE THAT, SOME DAY DOWN THE ROAD, TRADELINE WOULD  
12 NOT TAKE A VERDICT IN THIS CASE AND WALK INTO A COURT  
13 IN ARIZONA AND SAY, "YOU ARE COLLATERALLY ESTOPPED FROM  
14 EVEN LITIGATING THIS CASE BECAUSE YOU ARE A  
15 CO-CONSPIRATOR. AS FOUND IN THIS VERDICT, YOU ARE IN  
16 PRIVITY WITH THE DEFENDANTS. YOUR INTERESTS WERE  
17 ABSOLUTELY REPRESENTED."

18 I DON'T THINK -- I MEAN, I WOULD WELCOME  
19 THE STIPULATION, BUT I DON'T THINK A STIPULATION CAN  
20 ABSOLUTELY PROTECT SUPIMA FROM THAT RISK.

21 AND, OF COURSE, AS YOUR HONOR NOTED WITH  
22 RESPECT TO THE TWO ISSUES WE'RE ARGUING, THE ONLY  
23 REASON SUPIMA IS NOT HERE IS BECAUSE, IF THEY WERE  
24 HERE, THEY CLEARLY WOULD GO TO ARBITRATION. AND WE  
25 WOULD GO ALONG WITH THEM. AND TRADELINE HAS ADMITTED

1 AS MUCH BY DEMANDING ARBITRATION FROM SUPIMA.

2 SO WITH RESPECT TO THE MOTION TO COMPEL  
3 ARBITRATION, YOUR HONOR, WE'LL BRIEF THOSE CASES.

4 THE COURT: AND I WANT TO BE CLEAR, I WANT YOU  
5 TO LOOK AT THOSE CASES. AND I -- IF THERE ARE OTHER  
6 CASES THAT CITE THOSE CASES THAT EITHER SIDE THINKS ARE  
7 RELEVANT, LET ME KNOW.

8 MR. DUCKERS: WE WILL SCORCH THE EARTH, YOUR  
9 HONOR. OR AT LEAST WEST LAW, MAYBE NOT THE WHOLE  
10 EARTH.

11 THE COURT: THAT'S FINE. NOT THE WHOLE EARTH.

12 BUT, TO BE CLEAR, I ALREADY -- WHAT I'M  
13 LOOKING FOR IS INCISIVE ANALYSIS. I ALREADY KNOW THAT  
14 THE PLAINTIFF IS GOING TO TELL ME THAT  
15 WHOLESALE SUPERSEDES PRM, AND WHOLESALE IS AN ANTITRUST  
16 CASE, AND THAT'S ALL THERE IS TO IT.

17 MR. DUCKERS: YOU NEED AN ANALYSIS OF THE  
18 FACTS AS IT APPLIES TO THOSE CASES.

19 THE COURT: I WANT TO KNOW HOW YOU EACH  
20 ANALYZE THESE CASES.

21 MR. DUCKERS: AND YOUR QUESTION TO  
22 MR. SUPRENANT JUST A FEW MOMENTS AGO IS PRECISELY THE  
23 TRACK WE'RE ON WHERE YOU ASKED HIM, "IF THE LICENSE HAD  
24 NEVER BEEN TERMINATED, WOULD THERE BE A CAUSE OF  
25 ACTION?" AND THAT REALLY GOES TO THE EXACT HEART OF

1 THE MATTER. THIS IS ALL ABOUT THE SUPIMA LICENSE  
2 TERMINATION. EVERYTHING ABOUT THIS CASE IS INTEGRALLY  
3 INTERTWINED WITH THAT LICENSE AND ITS REVOCATION.

4 YOU'RE QUITE CORRECT, YOUR HONOR, THIS  
5 DISPARAGEMENT NOTION THAT'S EXPRESSED MAY BE SOME SORT  
6 OF CAUSE OF ACTION, BUT IT'S NOT A SECTION 1 OF A  
7 SHERMAN ACT CAUSE OF ACTION AS TO ANY OF THESE  
8 DEFENDANTS.

9 I WOULD JUST SAY, YOUR HONOR -- AND WE'LL  
10 BRIEF THAT.

11 I WOULD ASK THE COURT IF YOU WOULD BE  
12 WILLING TO TAKE ANOTHER LOOK AT THE ARBITRATION  
13 PROVISION IN THE JESS SMITH CONTRACTS. IT IS NOT  
14 LIMITED, YOUR HONOR. THAT PROVISION SAYS ANY DISPUTE  
15 GOES TO THE ICA. AND I KNOW THEY CITED YOU SOME  
16 CASES --

17 THE COURT: THERE'S THIS LONG, HARD TO READ  
18 BECAUSE IT'S SMALL, PARAGRAPH. IT'S JUST GOT ALL OF  
19 THESE THINGS IN IT. AND ONE OF THE PHRASES IS ABOUT  
20 ARBITRATION. IT'S NOT LIKE A SEPARATE ARBITRATION  
21 CLAUSE.

22 MR. DUCKERS: WELL, IT'S AN ARBITRATION CLAUSE  
23 THAT WAS INVOKED AND USED BY THE PLAINTIFF.

24 THE COURT: WELL, YES, AS TO A DISPUTE OVER A  
25 PARTICULAR SALE -- PURCHASE AND SALE OF GOODS.



1 MR. DUCKERS: SO YOU'VE GOT TWO ISSUES. IS IT  
2 A VALUED ARBITRATION CLAUSE? YES, IT IS. IT HAS BEEN  
3 USED.

4 SECOND, WHAT IS THE SCOPE OF IT NOW THAT  
5 WE'VE ESTABLISH IT'S VALID? ITS SCOPE ON THE PLAIN  
6 LANGUAGE OF THE ARBITRATION CLAUSE IS UNLIMITED.

7 THE CASES THAT WERE CITED TO YOU BY THE  
8 PLAINTIFF ALL INVOLVE LIMITING LANGUAGE WHERE THE COURT  
9 HELD THAT ARBITRATION WAS JUST LIMITED TO ISSUES THAT  
10 AROSE UNDER THE CONTRACT. THAT'S NOT THE CASE HERE,  
11 YOUR HONOR.

12 THIS IS AN AGREEMENT BY TRADELINE -- AND  
13 BEAR IN MIND TOO, YOUR HONOR, THESE ARE INTERNATIONAL  
14 CONTRACTS. THE COTTON BUSINESS IS INTERNATIONAL. THE  
15 FACT THAT PARTIES WOULD AGREE TO HAVE THEM ARBITRATED  
16 IN LONDON BEFORE AN INTERNATIONAL TRIBUNAL WITH  
17 EXPERTISE IN THE COTTON INDUSTRY IS PERFECTLY LOGICAL.  
18 IT IS -- AND SO WHAT YOU REALLY HAVE, IF YOU READ  
19 TRADELINE'S OPPOSITION TO THE MOTION TO COMPEL  
20 ARBITRATION UNDER THE JESS SMITH CONTRACTS, IS AN  
21 ARGUMENT IN WHICH THEY SAY, "WELL, YES, WE AGREED TO  
22 ARBITRATE ANY DISPUTE. BUT NOW THAT WE WANT TO BRING  
23 AN ANTITRUST CASE IN FRONT OF A JURY IN LOS ANGELES, WE  
24 DON'T LIKE THAT SO MUCH, AND YOU SHOULD CONCLUDE THAT  
25 THAT'S NOT WHAT WE EVER INTENDED TO DO." BUT THEY

1 DON'T CITE ANY AUTHORITY FOR ANY OF THOSE ARGUMENTS.  
2 AND IT'S SIMPLY AN AFTER-THE-FACT ATTEMPT BY THE  
3 PLAINTIFF TO SAY, "HEY, NOW THAT WE LOOK AT IT AGAIN,  
4 WE DIDN'T REALLY MEAN TO DO THIS." BUT THEY DID IT.

5 THE COURT: JUST A MINUTE.

6 DO YOU KNOW WHERE IN THE RECORD THAT  
7 ARBITRATION AGREEMENT IS ATTACHED AS AN EXHIBIT?

8 MR. DUCKERS: YOUR HONOR, IT WOULD BE ATTACHED  
9 TO THE DECLARATION OF ERNIE SCHROEDER, WHICH WAS FILED  
10 IN SUPPORT OF THE MOTION TO COMPEL ARBITRATION.

11 IF YOU'LL GIVE ME A SECOND, I'LL GO OVER  
12 TO THE NOTEBOOK AND SEE IF I CAN FIND IT EXACTLY.

13 THE COURT: IS IT DOCKET 18?

14 MR. DUCKERS: DOCUMENT 18 IS THAT DECLARATION.

15 THE COURT: WELL --

16 MR. DUCKERS: BUT I'M ACTUALLY NOT SURE -- I'M  
17 ACTUALLY NOT SURE I'M SEEING -- I SEE.

18 YOUR HONOR, IT'S ACTUALLY -- IT'S  
19 DOCUMENT 18.

20 AND THE SALES CONTRACTS, YOUR HONOR,  
21 EXHIBIT A, B, C AND D TO DOCUMENT 18.

22 THE COURT: I'M LOOKING AT DOCUMENT 18-3,  
23 WHICH IS ONE OF THOSE EXHIBITS. IT'S THE NOVEMBER 12,  
24 2010 AGREEMENT, AMENDED NOVEMBER 16, 2010.

25 DO YOU HAVE THAT? IT SAYS "SALES

1 CONTRACT."

2 MR. DUCKERS: I COULDN'T QUITE HEAR YOU, YOUR  
3 HONOR?

4 THE COURT: DOCUMENT 18-3 IS DATED -- IT'S  
5 CALLED "SALES CONTRACT," JESS SMITH & SONS COTTON LLC,  
6 SALES CONTRACT, NOVEMBER 12, 2010, AMENDED NOVEMBER 16,  
7 2010.

8 DO YOU HAVE THAT?

9 MR. DUCKERS: LET ME FIND THAT, YOUR HONOR.

10 I HAVE -- I HAVE 18-3.

11 THE COURT: OKAY. AND THEN UNDER WHERE IT  
12 SAYS "REMARKS," DO YOU HAVE THAT?

13 MR. DUCKERS: I'M LOOKING AT IT, YOUR HONOR.

14 THE COURT: SO DO YOU HAVE WHERE IT SAYS UNDER  
15 "REMARKS," ALL THAT TEXT AND ALL CAPITAL LETTERS?

16 MR. DUCKERS: YES, YOUR HONOR. I SEE THAT.

17 THE COURT: AND ABOUT MIDWAY DOWN, THERE'S A  
18 LINE THAT BEGINS, "THE ORIGINAL SALES CONTRACT,"  
19 PERIOD, AND THEN, "SELLER'S OPTION TO SELECT."

20 MR. DUCKERS: RIGHT.

21 THE COURT: THAT'S THE ARBITRATION CLAUSE TO  
22 WHICH YOU'RE REFERRING; CORRECT?

23 MR. DUCKERS: IT'S THE ARBITRATION CLAUSE IN  
24 THIS CONTRACT, YOUR HONOR. YES, IT IS.

25 AND UP ABOVE WHERE IT SAYS,

1 "ARBITRATION," IT ALSO SAYS, "THIS CONTRACT IS GOVERNED  
2 IN ITS ENTIRETY BY THE RULES AND REGULATIONS OF THE  
3 INTERNATIONAL COTTON ASSOCIATION UNDER ENGLISH LAW AND  
4 JURISDICTION."

5 THE COURT: THAT WOULD BE HOW THE -- THAT  
6 WOULDN'T BE ABOUT THE SCOPE OF THE ARBITRATION. THAT  
7 WOULD BE THE PROCESS OF ARBITRATION?

8 MR. DUCKERS: THAT'S CORRECT, YOUR HONOR.

9 AND IT'S IMPORTANT TO DISTINGUISH "SCOPE"  
10 FROM "PROCESS," AS WE POINTED OUT.

11 THE COURT: OKAY.

12 MR. DUCKERS: BUT WE WILL DO THE SUPPLEMENTAL  
13 BRIEFING THAT YOUR HONOR HAS REQUESTED.

14 THANK YOU.

15 MR. WOODS: BRIEFLY, YOUR HONOR?

16 THE COURT: YES. GO AHEAD.

17 OH, SORRY, YOU HAVE SOMETHING TO ADD?

18 MR. WOODS: YES, I DO.

19 THE COURT: I DIDN'T MEAN TO --

20 MR. WOODS: JUST ONE ADDITIONAL POINT, YOUR  
21 HONOR, EVEN THOUGH IT'S NOT OUR MOTION. BUT ON THE  
22 QUESTION YOU ASKED ABOUT INDISPENSABLE PARTY, ONE OTHER  
23 THING TO CONSIDER IS, IN ANALYZING A POSSIBLE INJURY TO  
24 SUPIMA, THE PRAYER OF THE COMPLAINT, PARAGRAPH 1, ASKS  
25 FOR A FINDING THAT THE DEFENDANTS AND OTHERS,

1 INCLUDING, I PRESUME, THE ALLEGED CO-CONSPIRATOR,  
2 VIOLATES SECTION 1 OF THE SHERMAN ACT. AND SO THERE  
3 WOULD BE -- WHETHER IT IS ENTITLED TO COLLATERAL  
4 ESTOPPEL EFFECT OR NOT, A COURT JUDGMENT THAT THE  
5 SUPIMA ASSOCIATION AS A CO-CONSPIRATOR WITH OTHER  
6 DEFENDANTS VIOLATED SECTION 1, I WOULD ASSUME THAT THE  
7 SUPIMA ASSOCIATION WOULD BELIEVE THAT TO BE AN INJURY  
8 TO IT.

9 THE COURT: HOW IS THAT DIFFERENT THAN WHAT  
10 AT&T WOULD CLAIM AS ITS POTENTIAL INJURY IF IT WERE  
11 FOUND TO BE A CO-CONSPIRATOR IN THE APPLE CASE?

12 MR. WOODS: I DON'T KNOW, YOUR HONOR. BUT I  
13 ASSUME THAT THAT WOULD CONSTITUTE SOME FORM OF INJURY  
14 TO THE SUPIMA ASSOCIATION.

15 THE COURT: OKAY. JUST A MINUTE. WE HAVE A  
16 TECHNICAL DIFFICULTY.

17 **(PAUSE IN THE PROCEEDINGS)**

18 THE COURT: OKAY. ANYTHING FURTHER?

19 GO AHEAD, PLEASE.

20 MR. WOODS: JUST A FOLLOW-UP THOUGHT TO YOUR  
21 QUESTION ABOUT THE APPLE CASE. WHILE COUNSEL FOR  
22 PLAINTIFF IS POSSIBLY STIPULATING THAT A JUDGMENT  
23 AGAINST THE DEFENDANTS THAT WOULD NOT HAVE RES JUDICATA  
24 OR COLLATERAL ESTOPPEL EFFECT AGAINST SUPIMA  
25 ASSOCIATION, THAT'S NOT TO SAY THAT OTHERS IN THE

1 MARKET MIGHT NOT USE IT THAT WAY OR ATTEMPT TO USE IT  
2 THAT WAY.

3 BUT WE'RE HAPPY TO BRIEF THE ARBITRATION  
4 ISSUE, YOUR HONOR.

5 I WOULD POINT OUT ONE THING. WE'RE HAPPY  
6 TO ANALYZE THESE CASES BECAUSE OUR CLIENT, J.G.  
7 BOSWELL, IS IN A VERY UNIQUE SITUATION HERE. AND  
8 COUNSEL'S OWN ARGUMENT ABOUT THE AMERICAN BANKERS CASE  
9 SHOWS WHY THIS CASE SHOULD BE IN ARBITRATION AS TO OUR  
10 CLIENT. WHAT COUNSEL SAID WAS, THAT THE HOLDING  
11 REQUIRES THAT THE UNDERLYING CONTRACT INVOLVED ALLEGED  
12 BREACHES OF OBLIGATIONS AND DUTIES UNDER THE CONTRACT  
13 IN ORDER FOR IT TO BE ARBITRATED. AND THAT'S EXACTLY  
14 WHAT THE COMPLAINT ALLEGES AGAINST OUR CLIENT.

15 THE COMPLAINT ALLEGES THAT THE SUPIMA  
16 ASSOCIATION BREACHED THE LICENSE AGREEMENT IN MANY  
17 DIFFERENT WAYS, ALL OF WHICH ARE PARTICULARIZED.

18 IT THEN ALLEGES, AND THE ONLY BASIS FOR  
19 THE COMPLAINT AGAINST OUR CLIENT IS THAT A  
20 REPRESENTATIVE OF OUR CLIENT WAS THE CHAIRMAN OF THE  
21 BOARD OF THE ASSOCIATION DURING THE RELEVANT TIME AND  
22 STEERED, GUIDED AND CONTROLLED THE ASSOCIATION TO STRIP  
23 TRADELINE OF ITS LICENSE IN VIOLATION OF THAT  
24 AGREEMENT. AND SO THAT WILL BE THE ARGUMENT TO SHOW  
25 WHY OUR MOTION TO STAY THE CASE PENDING ARBITRATION

1 SHOULD BE GRANTED.

2 AND WE LOOK FORWARD TO BRIEFING THAT --

3 THE COURT: FOCUS ON THAT WHEN YOU DISCUSS THE  
4 BRIEFING IN TERMS OF HOW THE EIGHTH CIRCUIT  
5 DISTINGUISHED THE TWO CASES. I WANT TO HEAR FROM YOU  
6 ON THAT. AGAIN, YOU HAVEN'T READ THE CASES, SO I DON'T  
7 WANT TO GET INTO IT YET.

8 MR. WOODS: WE WILL, YOUR HONOR. THANK YOU.

9 MR. SUPRENANT: BRIEFLY, YOUR HONOR?

10 WITH RESPECT TO THE NECESSARY PARTY  
11 MOTION, WE WERE TOLD BY JESS SMITH'S COUNSEL HOW  
12 IMPORTANT THIS CASE -- HOW RISKY AND THREATENING THIS  
13 CASE IS TO THE ASSOCIATION. THERE'S NOT A LAWYER FROM  
14 THE SUPIMA ASSOCIATION HERE. THEY DIDN'T FILE A  
15 DECLARATION.

16 IN WARD VERSUS APPLE - AND WE ARGUED THIS  
17 IN OUR OPPOSITION - IT SAID THAT THE FIRST STEP  
18 REQUIRES IDENTIFYING THE SPECIFIC INTEREST THE ABSENT  
19 PARTY CLAIMS. THERE'S BEEN NO CLAIM BY SUPIMA  
20 ASSOCIATION THAT THEY HAVE ANY INTEREST. THAT IS AT  
21 791 F.3D. 1049.

22 "JOINDER" -- THIS IS A QUOTE, "JOINDER IS  
23 CONTINGENT UPON AN INITIAL REQUIREMENT THAT THE ABSENT  
24 PARTY CLAIM A LEGALLY-PROTECTED INTEREST." THAT'S AT  
25 1051. AND SO YOUR HONOR HAS NO SHOWING WHATSOEVER THAT

1 THE ASSOCIATION REQUIRES -- I MEAN, HAS CLAIMED AN  
2 INTEREST.

3 IN THE REPLY, THEY CITE TWO CASES  
4 INVOLVING NATIVE-AMERICAN TRIBAL SOVEREIGNS WHO DID NOT  
5 APPEAR. BUT WHAT THE COURT SAID IS, "AS SOVEREIGNS,  
6 THEY DON'T HAVE TO APPEAR" AND FOUND THAT THEY WERE  
7 NECESSARY PARTIES.

8 SO THE MOTION FAILS JUST AT THE OUTSET  
9 BECAUSE SUPIMA HAS NOT CLAIMED ANY PROTECTED INTEREST.

10 EVEN IF THEY HAD --

11 THE COURT: DO YOU CONTEND THAT APPLE STANDS  
12 FOR THE PROPOSITION THAT THEY HAVE TO SUBMIT EVIDENCE?

13 MR. SUPRENANT: NO. BUT THEY HAVE TO COME  
14 FORWARD AND SAY, "YOUR HONOR, I REPRESENT SUPIMA  
15 ASSOCIATION. I HAVE READ THE COMPLAINT, AND THESE ARE  
16 REASONS THAT WE THINK" --

17 THE COURT: I SEE.

18 AND THAT ARGUMENT CAN'T BE ADVANCED BY  
19 ANOTHER PARTY WHO IS A MEMBER OF THE ASSOCIATION?

20 MR. SUPRENANT: NOT AS I READ WARD. IT  
21 SAYS --

22 THE COURT: IN WARD, THERE WAS NO  
23 RELATIONSHIP, OTHER THAN CONTRACTUAL, BETWEEN APPLE AND  
24 AT&T; CORRECT?

25 MR. SUPRENANT: THAT'S CORRECT, YOUR HONOR.



1 THE COURT: AND, HERE, THERE IS A RELATIONSHIP  
2 BECAUSE ONE OF THE CO-DEFENDANTS IS THE -- WAS OR IS  
3 THE CHAIR OF THE ASSOCIATION.

4 MR. SUPRENANT: WHICH SHOULD HAVE MADE IT  
5 EASIER, I WOULD THINK, YOUR HONOR, FOR THEM TO APPEAR  
6 AND SAY, "WE ARE" -- OR AT LEAST PUT IN A DECLARATION.  
7 THEY DON'T HAVE TO -- THEY DON'T HAVE TO COME HERE, BUT  
8 THEY HAVE TO PUT IN A DECLARATION HOW THEIR INTERESTS  
9 WOULD BE HARMED BY THIS LITIGATION GOING FORWARD.

10 THE COURT: WELL, THAT WAS MY QUESTION.

11 JUST A SECOND.

12 DEFENDANT NEUFELD IS A BOARD MEMBER. AND  
13 DEFENDANT ELDER IS A BOARD MEMBER, WAS THE CHAIR.  
14 EITHER -- WHETHER IT'S PRESENT TENSE OR PAST TENSE, IT  
15 DOESN'T MATTER. THAT'S WHY I ASKED MY QUESTION A  
16 COUPLE OF QUESTIONS AGO.

17 IS IT REQUIRED THAT EVIDENCE BE PRESENTED  
18 AS OPPOSED TO ARGUMENT? IS THAT WHAT YOUR POINT IS?

19 MR. SUPRENANT: MY POINT IS, AS I THINK WHAT  
20 THEY HAD IN APPLE WAS AN AFFIDAVIT OR A DECLARATION  
21 FROM COUNSEL FOR AT&T IDENTIFYING THEIR INTEREST IN THE  
22 CASE.

23 AND I DON'T THINK THEY HAVE TO APPEAR  
24 AS A --

25 THE COURT: NO, I UNDERSTAND.

1 I JUST WANT TO KNOW WHETHER YOU THINK  
2 APPLE STANDS FOR THE PROPOSITION THAT YOU HAVE TO  
3 SUBMIT EVIDENCE IN THE FORM OF A DECLARATION AS OPPOSED  
4 TO ARGUMENT BASED ON THE ASSOCIATION'S STRUCTURE.

5 MR. SUPRENANT: IT WOULDN'T BE ARGUMENT; BUT  
6 IT WOULD SAY, "I'M AUTHORIZED TO SPEAK FOR THE  
7 ASSOCIATION" --

8 THE COURT: I UNDERSTAND THAT.

9 THAT'S EVIDENCE, ISN'T IT?

10 IF IT IS A DECLARATION, ISN'T THAT  
11 EVIDENCE?

12 MR. SUPRENANT: IT IS, YOUR HONOR. I WAS  
13 MISSING YOUR HONOR'S QUESTION.

14 SO IT WOULD REQUIRE A DECLARATION.  
15 "EVIDENCE," I WAS THINKING LIKE ATTACH EXHIBITS AND  
16 STUFF. IT SIMPLY HAS TO IDENTIFY THE INTEREST IT HAS.

17 BUT WHAT THEY FOUND IN APPLE, OF COURSE,  
18 IS THAT JOINT TORTFEASORS ARE JOINT AND SEVERAL  
19 LIABILITIES. AND PERMISSIVE PARTIES IS THE HOLDING  
20 ABSENT NARROW CIRCUMSTANCES, NOT PRESENT HERE. THAT'S  
21 AT 1048.

22 AND THEIR INTEREST IN THE BRAND, YOUR  
23 HONOR, IS THE VERY REPUTATIONAL INTEREST THAT WARD SAID  
24 DOES NOT COUNT. IT SAYS THAT, "YEAH" -- MR. WOODS'  
25 POINT, "YEAH, IF YOU'RE FOUND TO BE A JOINT TORTFEASOR,

1        THAT'S PROBABLY NOT GOING TO BE GOOD FOR YOUR  
2        REPUTATION." BUT ABSENT ISSUE PRECLUSION, ABSENT  
3        COLLATERAL ESTOPPEL, THERE IS NO BASIS.

4                BUT LET ME MOVE ON, YOUR HONOR, UNLESS  
5        YOUR HONOR HAS QUESTIONS, TO THE ARBITRATION ISSUE.

6                THE COURT: BRIEFLY.

7                GO AHEAD.

8                I THINK I UNDERSTAND THE ISSUE.

9                MR. SUPRENANT: OKAY. YOUR HONOR, I --

10               THE COURT: IF THERE'S SOMETHING NEW THAT I  
11        HAVEN'T HEARD.

12               LET ME ASK YOU THIS -- WELL, LICENSE  
13        RENEWAL, IS THAT A REMEDY YOU MIGHT SEEK?

14               MR. SUPRENANT: WE WILL NOT SEEK, WE DO NOT  
15        SEEK -- I SAID IT SEVERAL TIMES IN THE OPPOSITION.

16               OUR SUPIMA BUSINESS -- WE HAVE TWO  
17        BUSINESSES. THE TRADELINE HAS BEEN A SPINNER IN INDIA  
18        FOR THREE GENERATIONS.

19               BEGINNING IN 2008, IT SPENT \$10 MILLION  
20        TO START A SUPIMA EXTRA-LONG STAPLE FACTORY. THAT  
21        HAS -- THAT BUSINESS HAS BEEN DESTROYED. WE'RE SEEKING  
22        MONEY DAMAGES. WE'RE NOT SEEKING THE LICENSE. WE WILL  
23        NOT SEEK THE LICENSE. THAT IS SIMPLY AN ARGUMENT THAT  
24        DEFENDANTS --

25               THE COURT: DO YOU HAVE A VIEW ON THE OTHER

1       ISSUE THAT WAS RAISED?

2                   AND THAT IS, AS TO A NON-PARTY TO THE  
3       LITIGATION, IF THERE WERE ANOTHER SPINNER OR OTHER  
4       PARTY, NOT TO THE -- PARTY TO THE LITIGATION, AND THE  
5       LITIGATION WENT TO JUDGMENT ADVERSE TO THE SUPIMA  
6       ASSOCIATION, COULD THAT NON-PARTY ASSERT COLLATERAL  
7       ESTOPPEL EVEN IF PLAINTIFFS HERE HAD FOREGONE THAT  
8       OPPORTUNITY WITH RESPECT TO DAMAGES?

9                   MR. SUPRENANT:   THE REASON -- NO, YOUR HONOR.  
10       THE ANSWER IS, NO.

11                   AND THE REASON THAT WE'LL STIPULATE THAT  
12       THEY'RE NOT GOING TO BE BOUND IS, THEY WOULDN'T.   UNDER  
13       THE LAW, THEY WOULDN'T BE BOUND BECAUSE THEY'RE NOT  
14       HERE REPRESENTED.

15                   AND, MOREOVER, THE NATURE OF THIS  
16       CONSPIRACY IS TARGETED RIGHT AT OUR CLIENT.

17                   IN OTHER WORDS, THERE'S NOBODY WHO CAN  
18       COME UNDER THE UMBRELLA AND SAY, "ME TOO."   THAT'S NOT  
19       THE NATURE OF THE CONSPIRACY.

20                   THANK YOU, YOUR HONOR.

21                   THE COURT:   ALL RIGHT.   LET ME TURN TO THE  
22       SCHEDULING ISSUES.

23                   DO YOU EACH HAVE THE EXHIBIT A TO YOUR  
24       REPORT?

25                   MR. SUPRENANT:   YES, YOUR HONOR.

1 MR. DUCKERS: YES, YOUR HONOR.

2 MR. WOODS: YES, YOUR HONOR.

3 MR. DUCKERS: THAT'S THE TIMETABLE, YOUR  
4 HONOR?

5 THE COURT: CORRECT.

6 HERE ARE THE DATES THAT I HAVE IN MIND  
7 HAVING REVIEWED YOUR REPORT:

8 LAST DATE TO ADD PARTIES OR AMEND  
9 PLEADINGS, JUNE 30, 2016.

10 NON-EXPERT DISCOVERY CUTOFF, FEBRUARY 10,  
11 2017.

12 EXPERT DISCLOSURE, IF ANY, FEBRUARY 24,  
13 2017.

14 EXPERT REBUTTAL, IF ANY, MARCH 10, 2017.

15 COMPLETE EXPERT DISCOVERY, MARCH 24,  
16 2017.

17 LAST DATE TO FILE MOTIONS, MARCH 27,  
18 2017.

19 LAST DATE TO HEAR THEM, JUNE 19, 2017.

20 ANTICIPATED RULINGS, JULY 17, 2017.

21 FINAL PRETRIAL CONFERENCE AUGUST 28,  
22 2017.

23 AND TRIAL, SEPTEMBER 12, 2017.

24 IN TERMS OF TRIAL LENGTH, IT'S TOO EARLY  
25 TO TELL. BUT YOU ARE GOING TO HAVE TO DO SOME SERIOUS

1       PERSUADING TO PERSUADE ME THAT THIS A MONTH-LONG TRIAL,  
2       WHICH IS WHAT 15 DAYS WOULD MEAN. BUT THAT'S NOT --

3               MR. SUPRENANT: WHAT WAS THE TRIAL DATE AGAIN,  
4       YOUR HONOR?

5               THE COURT: SEPTEMBER 12, 2017.

6               THERE'S SOME -- A LITTLE BIT OF A GAP IN  
7       SOME OF THIS BECAUSE I'M ANTICIPATING -- I MAY BE AWAY  
8       IN PART OF THE SUMMER.

9               IT'S DIFFERENT -- IT'S NOT EXACTLY WHAT  
10      EITHER OF YOU SAID.

11              AND I'M MINDFUL OF THE FOLLOWING: THAT  
12      WITH RESPECT TO THE NON-EXPERT DISCOVERY, INSOFAR AS  
13      THERE MAY BY SOME INTERNATIONAL DISCOVERY INVOLVED  
14      HERE, WHETHER PRODUCTION OF DOCUMENTS OR DEPOSITIONS OR  
15      BOTH, IT MAY TAKE MORE TIME TO GET THINGS DONE. I  
16      RECOGNIZE THAT. SO MY EXPECTATION IS THAT IF -- AGAIN,  
17      THIS ALL ASSUMES THAT I DENY THE MOTION TO COMPEL  
18      ARBITRATION.

19              MY EXPECTATION IS THAT YOU'LL WORK  
20      COLLABORATIVELY. YOUR REPORT SHOWED SOME  
21      COLLABORATION, BUT I THINK YOU CAN DO EVEN BETTER. AND  
22      TRY TO WORK OUT THESE -- THE DISCOVERY PROCESSES IN A  
23      REASONABLE FASHION.

24              IF I'M PERSUADED THAT YOU HAVE DONE THAT,  
25      AND THAT YOU JUST CAN'T FINISH BY FEBRUARY 10, 2017

1 BECAUSE IT TOOK -- IT'S GOING TO TAKE "X" MORE DAYS OR  
2 WEEKS GIVEN THE INTERNATIONAL NATURE OF WHAT'S  
3 HAPPENED, THEN I'LL EVALUATE THAT BASED ON HAPPENED.  
4 SO I'M NOT UNMINDFUL OF THAT.

5 MR. SUPRENANT: THESE DATES, YOUR HONOR, ARE  
6 ACCEPTABLE TO TRADELINE.

7 THE COURT: MR. DUCKERS?

8 MR. DUCKERS: YOUR HONOR, IF THAT'S WHAT THE  
9 COURT'S PREFERENCE IS, IT'S ACCEPTABLE TO US WITH THE  
10 CAVEAT YOU HAD.

11 I DO HAVE SOME REAL CONCERNS WITH THE  
12 INTERNATIONAL DISCOVERY. I DON'T THINK IT'S GOING TO  
13 BE SO MUCH AN ISSUE OF COLLABORATION WITH US, BUT  
14 HAVING TO GET COLLABORATION FROM FOREIGN GOVERNMENTS,  
15 THE HAGUE CONVENTION AND OTHER THINGS, WHICH I'M NOT  
16 TERRIBLY FAMILIAR WITH, BUT I UNDERSTAND CAN BE VERY  
17 TIME CONSUMING.

18 THE COURT: DO YOU EXPECT THERE WILL BE  
19 TRANSLATION ISSUES?

20 ARE THERE DOCUMENTS -- THE PLAINTIFF HAS  
21 DOCUMENTS IN A LANGUAGE OTHER THAN ENGLISH, FOR  
22 EXAMPLE?

23 MR. SUPRENANT: YOUR HONOR, THERE MAY BE SOME  
24 REALLY PRETTY MARGINAL TRANSLATION ISSUES, BUT NOT WITH  
25 RESPECT TO MY CLIENT. MY CLIENT CONDUCTS BUSINESS IN

1 ENGLISH.

2 MR. DUCKERS: THERE COULD BE WITH SOME THIRD  
3 PARTIES. I KNOW THERE'S --

4 THE COURT: "NON-PARTIES"?

5 MR. DUCKERS: YEAH, JAPANESE COMPANIES AND  
6 ALSO A PORTUGUESE COMPANY. THEY E-MAIL IN ENGLISH, BUT  
7 WHETHER THE 30(B)(6) FROM THOSE COMPANIES WOULD BE --

8 THE COURT: I UNDERSTAND.

9 WHAT'S YOUR VIEW ON THIS, MR. WOODS, ON  
10 THE DATES?

11 MR. WOODS: THE DATES ARE ACCEPTABLE, YOUR  
12 HONOR.

13 DID YOU WANT TO SET DATES FOR THE  
14 BRIEFING SCHEDULE NEXT?

15 THE COURT: I WANT TO FIRST TALK ABOUT THE  
16 SETTLEMENT DATES.

17 FROM YOUR REPORT -- WELL, YOU'RE BOTH  
18 PROPOSING THE USE OF AN OUTSIDE NEUTRAL. AND THE  
19 DEFENDANTS ARE PROPOSING EARLY NEUTRAL EVALUATION.

20 IS THAT RIGHT?

21 MR. WOODS: YES, YOUR HONOR.

22 THE COURT: IS THAT WHAT YOU'RE ALSO  
23 PROPOSING?

24 MR. SUPRENANT: NO, YOUR HONOR.

25 WE BELIEVE -- GIVEN THE SIZE OF THE CASE



1 AND THE VERY STARK DIFFERENT VIEWS, WE THINK IT WILL  
2 NOT BE VALUABLE.

3 THE COURT: OKAY. HAVE YOU DONE AN ENE IN  
4 ANOTHER CASE?

5 MR. SUPRENANT: YES.

6 I MEAN, FOR EXAMPLE, MR. WOODS PROPOSED A  
7 SETTLEMENT THAT HE WOULDN'T SUE ME FOR MALICIOUS  
8 PROSECUTION.

9 THE COURT: I DON'T WANT TO HEAR ABOUT --  
10 THESE ARE PRIVILEGED COMMUNICATIONS. I DON'T WANT TO  
11 HEAR ABOUT THAT. SUBSTANCE OF COMMUNICATIONS AREN'T TO  
12 BE DISCLOSED.

13 WHAT I'M GETTING AT IS, EARLY NEUTRAL  
14 EVALUATION IS A PROCESS THAT IS DESIGNED TO PROVIDE THE  
15 PARTIES WITH EARLY NEUTRAL EVALUATION BASED ON --  
16 BEFORE YOU HAVE DONE A HUGE AMOUNT OF WORK. AND  
17 IT'S -- IT'S EFFECTIVE IN SOME CASES.

18 IF THAT'S NOT WHAT YOU BOTH WANT TO DO --  
19 BECAUSE WHAT THE DEFENDANT HAS PROPOSED IS, YOU DON'T  
20 KNOW WHEN A SETTLEMENT CONFERENCE WOULD BE PRODUCTIVE  
21 UNTIL WELL AFTER ALL THE MOTIONS ARE DECIDED, I THINK.

22 MR. SUPRENANT: IN MY EXPERIENCE IN THESE  
23 KINDS OF CASES, YOUR HONOR, THE DEFENDANTS ARE  
24 UNWILLING TO MEANINGFULLY OFFER REMEDIES UNTIL SUMMARY  
25 JUDGMENT IS DENIED AND THE DAUBERT MOTIONS ARE DECIDED.

1 THE COURT: WHAT I THINK IS HELPFUL IS WHEN  
2 YOU BOTH -- WHAT BOTH SIDES THINK WOULD BE PRODUCTIVE.  
3 I DON'T LIKE PEOPLE TO JUST GO TO CONFERENCES TO SHOW  
4 UP. SO I WANT YOU TO BOTH -- WHY DON'T YOU -- HAVE YOU  
5 DISCUSSED WHOM YOU MIGHT USE AS A PRIVATE NEUTRAL?

6 MR. SUPRENANT: WE HAVE NOT.

7 MR. DUCKERS: NO, YOUR HONOR.

8 THE COURT: HERE'S WHAT I WOULD LIKE YOU TO  
9 DO: MY VIEW ON THIS IS WHAT I'VE STATED. YOU HAVE  
10 COMPLICATED ISSUES. YOU HAVE SOPHISTICATED COUNSEL.  
11 AND I DON'T WANT -- I'M NOT GOING TO ORDER PEOPLE TO  
12 SPEND MONEY TO GO TO A PRIVATE NEUTRAL AND SPEND MONEY  
13 JUST CAUSE I SAID YOU HAVE TO. NO. I WANT YOU TO DO  
14 IT WHEN IT'S PRODUCTIVE.

15 BUT THAT DOESN'T MEAN THAT I'M GOING TO  
16 NECESSARILY THINK IT HAS TO BE A YEAR FROM NOW AFTER  
17 YOU'VE ALL SPENT A LOT OF MONEY AND I HAVE SPENT A LOT  
18 OF TIME WITH YOU, POTENTIALLY, RESOLVING DISPUTES.

19 SO WHY DON'T YOU TALK ABOUT IT SOME MORE  
20 AND SEE, IF IN THE CONTEXT OF AGREEING ON A NEUTRAL,  
21 WHETHER SOME OTHER DATE WOULD BE SENSIBLE. BECAUSE  
22 EVEN IF I WERE TO CONCLUDE THAT THE MATTER SHOULD BE  
23 ARBITRATED, YOU -- YOU WOULDN'T LOSE THE BENEFIT OF  
24 HAVING A NEUTRAL, WOULD YOU? I THINK NOT.

25 SO WHY DON'T YOU TALK MORE ABOUT THAT.

1 GIVE ME A REPORT AT THE TIME YOU FILE YOUR SUPPLEMENTAL  
2 BRIEFS AS TO WHERE YOU STAND ON THIS.

3 MR. DUCKERS: YES, YOUR HONOR.

4 THE COURT: HAVE YOU WORKED TOGETHER ON CASES  
5 BEFORE?

6 MR. SUPRENANT: WE HAVE NOT, YOUR HONOR.

7 THE COURT: OKAY. NOW, WITH RESPECT TO THE  
8 BRIEFING, WHAT I HAVE IN MIND IS BRIEFS NOT TO EXCEED  
9 10 PAGES. I WANT YOU TO BE FOCUSED. I DON'T NEED  
10 TO -- YOU HAVE GIVEN ME, ALREADY, LENGTHY BRIEFS ON  
11 YOUR RESPECTIVE POSITIONS AS TO THE FACTS. SO I WANT  
12 YOU TO FOCUS ON THE CASES -- THE TWO THAT I MENTIONED,  
13 OTHERS THAT YOU FIND BASED ON THOSE.

14 AS YOU WILL SEE WHEN YOU LOOK AT THEM, AS  
15 YOU'VE READ THE OTHER ONES, THEY REFER TO THE SECOND  
16 CIRCUIT CASE. I THINK IT'S THE MERRIL LYNCH CASE.  
17 THERE'S SOME OTHER CASES THAT ARE CITED AS SORT OF THE  
18 HISTORY. TAKE A LOOK AT THE CASES AND TELL ME YOUR  
19 RESPECTIVE VIEWS ON HOW YOU THINK THEY APPLY OR DON'T  
20 APPLY HERE.

21 HOW LONG DO YOU THINK YOU NEED TO DO  
22 THAT, A WEEK, TWO WEEKS?

23 MR. SUPRENANT: A WEEK WOULD BE FINE, YOUR  
24 HONOR.

25 THE COURT: A WEEK, THAT WORK?

1 MR. DUCKERS: I THINK A WEEK WORKS, YOUR  
2 HONOR.

3 THE COURT: ALL RIGHT. FILE THEM NEXT  
4 WEDNESDAY -- NEXT MONDAY.

5 IF, WHEN YOU DIG INTO THESE CASES, YOU  
6 CONCLUDE THAT YOU NEED 10 DAYS, NOT 7 DAYS, THEN JUST  
7 SEND -- SUBMIT A STIPULATION. IT'S NOT MATERIAL TO ME  
8 WHETHER IT'S 7 DAYS OR 10 DAYS.

9 WHEN YOU SUBMIT THE -- THE BRIEFS ARE DUE  
10 NEXT MONDAY, PROVIDED, HOWEVER, IF THE PARTIES AGREE TO  
11 SUBMIT THEM NEXT WEDNESDAY, YOU CAN DO THAT.

12 MR. DUCKERS: YOUR HONOR, CAN WE JUST MAKE  
13 THEM NEXT WEDNESDAY?

14 THE COURT: LET'S MAKE IT NEXT WEDNESDAY.

15 AT THE SAME TIME BY NEXT WEDNESDAY, GIVE  
16 ME AN UPDATE ON THE SETTLEMENT PROCESS ONLY.

17 ANYTHING ELSE WE NEED TO DO TODAY?

18 MR. SUPRENANT: NOT FROM US, YOUR HONOR.

19 MR. DUCKERS: NO, YOUR HONOR.

20 MR. WOODS: NO, YOUR HONOR.

21 THE COURT: THANK YOU.

22 I'LL ISSUE A WRITTEN RULING WITH RESPECT  
23 TO THE MOTIONS AFTER I -- I'LL TAKE THEM UNDER  
24 SUBMISSION AFTER I RECEIVE YOUR SUPPLEMENTAL BRIEFING.

25 MR. SUPRENANT: THANK YOU, YOUR HONOR.

THE COURT: THANK YOU.

(END OF PROCEEDINGS)

**CERTIFICATE OF OFFICIAL REPORTER**

I, ALEXANDER T. JOKO, FEDERAL OFFICIAL  
COURT REPORTER, IN AND FOR THE UNITED STATES DISTRICT  
COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, DO HEREBY  
CERTIFY THAT PURSUANT TO SECTION 753, TITLE 28, UNITED  
STATES CODE, THAT THE FOREGOING IS A TRUE AND CORRECT  
TRANSCRIPT OF THE STENOGRAPHICALLY REPORTED PROCEEDINGS  
HELD IN THE ABOVE-ENTITLED MATTER, AND THAT THE  
TRANSCRIPT PAGE FORMAT IS IN CONFORMANCE WITH THE  
REGULATIONS OF THE JUDICIAL CONFERENCE OF THE UNITED  
STATES.

DATE: AUGUST 29, 2018

/S/ ALEXANDER T. JOKO

ALEXANDER T. JOKO, CSR NO. 12272  
FEDERAL OFFICIAL COURT REPORTER

< DATES >	17:22	7 44:6, 44:8	17:5
APRIL 4, 2016	12272 1:38,	707 5:21	ADMITTED 13:16,
1:30, 3:1	46:35	753 46:14	22:25
AUGUST 28, 2017	15 38:2	791 4:6, 31:21	ADULTERATED
37:21	18 26:13,		21:1
AUGUST 29, 2018	26:14, 26:21		ADVANCED 32:18
46:28	18-3 26:22,	< 8 >	ADVANCING
FEBRUARY 10,	27:4	830 5:19	20:18, 20:19
2017 37:10,	18-3. 27:10	865 2:6, 2:13	ADVERSE 36:5
38:25	18. 26:19	8:30 1:30, 3:4	AFFIDAVIT 33:20
FEBRUARY 24,	19 3:23, 10:21		AFTER-THE-FACT
2017 37:12	19. 21:22		26:2
JULY 17, 2017	1ST 1:40	< 9 >	AGENCY 16:18
37:20		90012 1:41	AGO 19:2,
JUNE 19, 2017		90017 2:15	23:22, 33:16
37:19	< 2 >	90017-2543 2:8	AGREE 5:2, 5:7,
JUNE 30, 2016	2000 2:26	90017-3383 2:27	25:15, 44:10
37:9	2000. 16:18	919 5:21	AGREED 7:1,
MARCH 10, 2017	2008 35:19	94111 2:21	25:21
37:14	2010 5:20		AGREEING 42:20
MARCH 24, 2017	2013. 5:22		AGREEMENT 5:5,
37:15	210 16:18	< A >	7:9, 7:11,
MARCH 27, 2017	28 46:14	A. 1:3	7:12, 7:14,
37:17		ABANDONED 19:2	7:19, 7:20,
NOVEMBER 12,		ABOVE 27:25	8:3, 10:9,
2010 26:23,	< 3 >	ABOVE-ENTITLED	10:14, 10:15,
27:6	30(B)(6 40:7	46:20	14:5, 14:9,
NOVEMBER 16,	350 1:40	ABSENT 31:18,	14:13, 15:3,
2010 26:24,	3D 5:21, 13:23,	31:23, 34:20,	16:23, 16:25,
27:6	31:21	35:2	25:12, 26:7,
SEPTEMBER 12,		ABSOLUTELY	26:24, 30:16,
2017 37:23,		20:14, 22:17,	30:24
38:5	< 4 >	22:20	AGREEMENTS 8:4,
\$10 35:19	4311 1:40	ACCEPTABLE	8:7, 10:8,
/S/ 46:33	453 5:23, 13:23	39:6, 39:9,	10:13
		40:11	AHEAD 11:25,
		ACT 5:15, 24:7,	19:10, 28:16,
		29:2	29:19, 35:7
< 1 >	< 5 >	ACTION 18:3,	AJ_CSR@YAHOO.CO
1 16:5, 16:6,	5 3:9	18:20, 23:25,	M 1:42
24:6, 28:24,	524 16:18	24:6, 24:7	AL 1:13
29:2, 29:6	528 16:20	ACTIONS 21:3	ALEXANDER 1:38,
10 43:9, 44:6,	592 5:19	ACTUALLY 5:17,	46:8, 46:33,
44:8		26:16, 26:17,	46:35
1041 4:6		26:18	ALLEGATIONS 9:9
1048. 34:21	< 6 >	ADD 28:17, 37:8	ALLEGE 14:6
1049. 31:21	623 5:23	ADDITIONAL	ALLEGED 8:7,
1051. 31:25	628 13:24	12:18, 19:25,	9:12, 14:3,
10TH 2:7, 2:14		28:20	14:12, 16:12,
1120 2:20		ADDRESS 12:10,	29:1, 30:11
12(B)(7 9:25,	< 7 >		

ALLEGES 30:14, 30:15, 30:18 ALREADY 23:12, 23:13, 43:10 AMEND 37:8 AMENDED 26:24, 27:6 AMERICAN 5:23, 6:5, 6:22, 7:1, 12:23, 13:21, 14:9, 15:4, 15:14, 16:20, 20:9, 30:8 AMONG 8:2 AMOUNT 41:16 AN INJURY 29:7 ANALYSIS 4:9, 5:11, 14:15, 23:13, 23:17 ANALYZE 23:20, 30:6 ANALYZING 8:21, 18:15, 28:23 ANGELES 1:28, 1:41, 2:8, 2:15, 2:27, 3:1, 25:23, 46:3 ANSWER 36:10 ANTICIPATED 37:20 ANTICIPATING 38:7 ANTITRUST 4:7, 7:24, 9:1, 18:15, 18:17, 19:25, 22:5, 23:15, 25:23 APPEAL 5:8, 5:12, 8:16 APPEAR 32:5, 32:6, 33:5, 33:23 APPEARANCES 2:1 APPLE 4:6, 4:7, 4:8, 11:7, 11:14, 11:16, 18:7, 19:5, 20:19, 29:11, 29:21, 31:16,	32:11, 32:23, 33:20, 34:2, 34:17 APPLICATION 17:23, 20:6 APPLIED 19:16 APPLIES 5:2, 5:7, 13:20, 18:1, 23:18 APPLY 7:4, 9:15, 17:11, 43:19, 43:20 APPLYING 5:13 APPROACH 8:14 APPROPRIATE 13:14, 13:24 ARBITRABILITY 3:25, 10:18, 10:25 ARBITRATE 5:6, 5:7, 7:19, 7:22, 11:2, 18:24, 18:25, 19:1, 25:22 ARBITRATED 18:23, 25:15, 30:13, 42:23 ARBITRATION 5:1, 5:6, 6:24, 7:19, 8:5, 10:2, 10:6, 10:8, 10:12, 10:14, 12:2, 13:20, 15:9, 18:4, 18:6, 18:21, 22:24, 23:1, 23:3, 24:12, 24:20, 24:22, 25:2, 25:6, 25:9, 25:20, 26:7, 26:10, 27:21, 27:23, 28:1, 28:6, 28:7, 30:3, 30:9, 30:25, 35:5, 38:18 AREA 7:15 ARGUABLY 7:15 ARGUE 11:11	ARGUED 31:16 ARGUING 22:22 ARGUMENT 12:18, 13:1, 14:11, 15:12, 19:14, 19:22, 21:20, 25:21, 30:8, 30:24, 32:18, 33:18, 34:4, 34:5, 35:23 ARGUMENTS 20:19, 26:1 ARISE 15:5 ARISES 14:7 ARIZONA 5:2, 5:7, 5:8, 5:12, 5:14, 8:15, 8:16, 22:13 AROSE 7:16, 25:10 AROUND 18:5, 20:10 ARTFULLY 18:7 ARTIST 16:18 ASKS 21:13, 28:24 ASSERT 36:6 ASSIGNED 14:4 ASSOCIATION 4:2, 4:18, 4:23, 9:12, 10:5, 13:10, 15:8, 18:12, 20:12, 20:13, 20:23, 21:3, 28:3, 29:5, 29:7, 29:14, 29:25, 30:16, 30:21, 30:22, 31:13, 31:14, 31:20, 32:1, 32:15, 32:19, 33:3, 34:4, 34:7, 36:6 ASSUME 29:6, 29:13 ASSUMES 38:17 ASSUMPTION 19:16 AT&T 4:8, 4:21,	4:23, 11:10, 18:6, 19:22, 20:20, 29:10, 32:24, 33:21 ATTACH 34:15 ATTACHED 26:7, 26:8 ATTEMPT 26:2, 30:1 ATTEMPTING 13:11 AUTHORITY 8:17, 13:25, 17:3, 26:1 AUTHORIZED 34:6 AWARE 7:2 AWAY 21:5, 38:7  < B > BACK 15:23 BANKERS 5:23, 6:5, 6:22, 7:1, 12:23, 13:22, 14:9, 15:5, 15:15, 16:20, 30:8 BASED 8:9, 13:12, 13:18, 14:2, 34:4, 39:3, 41:15, 43:13 BASIS 30:18, 35:3 BEAR 12:15, 18:2, 25:13 BEGINNING 35:19 BEGINS 27:18 BELIEVE 6:12, 29:7, 40:25 BENEFIT 42:23 BETTER 38:21 BEYOND 21:15 BIT 38:6 BOARD 30:21, 33:12, 33:13 BOILERPLATE 18:4 BOSWELL 3:18, 14:6, 16:3,
--	---	---	---



30:7	5:24, 5:25,	34:20	33:2
BOULEVARD 2:25	6:2, 6:10,	CITE 12:19,	CODE 46:16
BOUND 36:12,	6:19, 7:6,	12:21, 13:15,	COLLABORATION
36:13	8:13, 8:21,	17:3, 23:6,	38:21, 39:13,
BRAND 20:8,	8:22, 8:25,	26:1, 32:3	39:14
20:11, 20:16,	9:14, 9:16,	CITED 6:6,	COLLABORATIVELY
20:24, 21:4,	9:17, 12:11,	6:13, 9:18,	38:20
34:22	12:16, 12:18,	13:8, 16:16,	COLLATERAL
BRANDED 20:10	12:19, 12:22,	24:15, 25:7,	4:17, 10:24,
BREACH 14:3	13:7, 17:5,	43:17	11:18, 29:3,
BREACHED 30:16	17:10, 23:3,	CITES 5:24	29:24, 35:3,
BREACHES 14:8,	23:5, 23:6,	CITING 14:5	36:6
30:12	23:18, 23:20,	CLAIM 15:5,	COLLATERALLY
BRIEF 12:18,	24:16, 25:7,	16:5, 16:7,	22:13
17:21, 23:3,	30:6, 31:5,	16:9, 19:24,	COMMENTS 12:13
24:10, 30:3	31:6, 32:3,	20:5, 29:10,	COMMUNICATIONS
BRIEFED 6:2	41:17, 41:23,	31:19, 31:24	41:10, 41:11
BRIEFING 8:12,	43:4, 43:12,	CLAIMED 32:1,	COMPANIES 40:5,
28:13, 31:2,	43:17, 43:18,	32:9	40:7
31:4, 40:14,	44:5	CLAIMS 15:17,	COMPANY 3:18,
43:8, 44:24	CAUSE 23:24,	15:20, 22:5,	4:7, 40:6
BRIEFLY 28:15,	24:6, 24:7,	31:19	COMPARABLE 4:9
31:9, 35:6	42:13	CLASS 18:3,	COMPEL 9:25,
BRIEFS 5:16,	CAVEAT 39:10	18:20, 18:21	10:2, 12:2,
43:2, 43:8,	CENTER 2:19	CLAUSE 5:6,	23:2, 25:19,
43:10, 44:9	CENTRAL 1:2,	6:24, 24:21,	26:10, 38:17
BRING 25:22	46:12	24:22, 25:2,	COMPELLING
BURDEN 12:15	CERTAIN 4:24,	25:6, 27:21,	10:19
BUSINESS 18:11,	5:2, 7:12	27:23	COMPLAINT 9:10,
20:7, 20:17,	CERTIFICATE	CLAUSES 8:5,	14:1, 14:13,
25:14, 35:16,	46:1	18:4, 18:21	14:22, 16:10,
35:21, 39:25	CERTIFY 46:14	CLEAR 8:24,	16:24, 21:10,
BUSINESSES	CHAIR 4:25,	10:7, 11:14,	28:24, 30:14,
35:17	33:3, 33:13	19:15, 21:25,	30:15, 30:19,
	CHAIRMAN 30:20	23:4, 23:12	32:15
	CHANGE 16:9	CLEARLY 18:25,	COMPLETE 37:15
< C >	CHANGED 14:14	22:24	COMPLETELY
C. 2:17	CIRCUIT 4:5,	CLIENT 11:21,	13:6, 20:16
CA 1:41, 2:8,	5:19, 5:20,	15:7, 30:6,	COMPLICATED
2:15, 2:21,	5:22, 5:25,	30:10, 30:14,	42:10
2:27	6:1, 7:21,	30:19, 30:20,	COMPLY 17:16
CALIFORNIA 1:2,	7:23, 8:8, 9:4,	36:16, 39:25	CONCERNS 39:11
1:28, 3:1,	9:7, 16:18,	CO-CONSPIRATOR	CONCLUDE 10:4,
46:5, 46:12	18:19, 19:22,	22:15, 29:1,	17:10, 25:24,
CALLED 27:5	20:4, 31:4,	29:5, 29:11	42:22, 44:6
CAMPAIGN 16:1	43:16	CO-CONSPIRATORS	CONCLUDED 7:21
CAPITAL 27:15	CIRCUITS 9:17	8:8	CONDUCT 13:12
CAREFULLY 9:8	CIRCUMSTANCE	CO-COUNSEL	CONDUCTING 5:11
CASE. 9:7	18:10	11:21	CONDUCTS 39:25
CASES 5:17,	CIRCUMSTANCES	CO-DEFENDANTS	CONFERENCE

3:21, 37:21,	CONTROLLING	37:17, 37:19,	DEPENDING 3:27
41:20, 46:24	8:15	38:3, 42:21,	DEPOSITIONS
CONFERENCES	CONTROLS 11:16	46:28	38:14
42:3	CONVENTION	DATED 27:4	DEPRIVE 14:24
CONFORMANCE	39:15	DATES 37:6,	DESCRIBES 19:9
46:22	CORE 3:22	39:5, 40:10,	DESIGNED 41:14
CONNECTION	CORRECT 14:17,	40:11, 40:13,	DESTROYED 35:21
6:25, 7:5	14:25, 24:4,	40:16	DESTROYS 20:17
CONSIDER 28:23	27:22, 28:8,	DAUBERT 41:25	DETAILED 9:11
CONSISTENT	32:24, 32:25,	DAY 22:11	DETERMINE 5:3
4:20, 7:19,	37:5, 46:16	DAYS 38:2,	DETERMINED 4:14
11:13, 13:6,	COTTON 3:10,	39:1, 44:6,	DEVALUING 20:16
13:22, 14:10	3:14, 20:8,	44:8	DEVASTATING
CONSPIRACY 8:1,	20:9, 25:14,	DEAD 18:22	20:14
14:24, 16:8,	25:17, 27:5,	DEALING 18:10	DIFFERENCE
36:16, 36:19	28:3	DECIDE 17:12	4:22, 4:23
CONSTITUTE	COUNSEL 2:1,	DECIDED 41:21,	DIFFERENT 5:10,
29:13	29:21, 30:8,	41:25	5:14, 7:4,
CONSUMER 18:3,	30:10, 31:11,	DECISION 4:5,	9:17, 10:7,
18:20	33:21, 42:10	5:11, 5:20,	10:13, 12:11,
CONSUMERS 18:4	COUNT 34:24	5:21, 12:24	18:9, 29:9,
CONSUMING 39:17	COUNTY 46:3	DECISIONS 5:9,	30:17, 38:9,
CONTAINED 8:5	COUPLE 17:24,	5:10	41:1
CONTEND 22:1,	33:16	DECLARATION	DIFFICULTY
32:11	COURSE 22:21,	26:9, 26:14,	29:16
CONTENDING	34:17	31:15, 33:6,	DIG 44:5
21:21	COURTROOM 22:10	33:8, 33:20,	DIRECTIONS
CONTEXT 9:9,	COURTS 5:12,	34:3, 34:10,	12:11
18:16, 42:20	8:16	34:14	DISCLOSED 41:12
CONTINGENT	CRACK 18:5	DEFAULTED 21:2	DISCLOSURE
31:23	CREATIVE 16:17	DEFENDANT 3:14,	37:12
CONTOURS 16:9	CSR 1:38, 46:35	3:18, 4:15,	DISCOVERY
CONTRACT 13:19,	CURLEE 13:9	4:25, 5:4,	15:25, 37:10,
18:6, 25:10,	CURRENT 15:17,	13:17, 18:8,	37:15, 38:12,
27:5, 27:6,	15:20	33:12, 33:13,	38:13, 38:22,
27:18, 27:24,	CUSTOMER 16:3	41:19	39:12
28:1, 30:11,	CUTOFF 37:10	DEFENDANTS	DISCUSS 5:16,
30:12	CV115-08048-JAK	1:15, 2:17,	6:6, 11:21,
CONTRACT.	1:11	4:15, 4:24,	31:3
13:13, 27:1	CV15-08048 3:9	8:6, 14:3,	DISCUSSED
CONTRACTED 11:4		14:19, 15:3,	12:23, 42:5
CONTRACTS		15:11, 16:25,	DISMISS 3:26,
10:11, 21:2,	< D >	22:16, 24:8,	17:23
24:13, 25:14,	DAMAGE 20:2,	28:25, 29:6,	DISPARAGEMENT
25:20, 26:20	20:11, 20:12	29:23, 35:24,	16:1, 16:2,
CONTRACTUAL	DAMAGES 35:22,	40:19, 41:23	24:5
32:23	36:8	DEMANDING 23:1	DISPUTE 7:10,
CONTROL 20:15	DAN 3:17	DENIED 17:2,	7:16, 24:14,
CONTROLLED	DANIEL 2:23	41:25	24:24, 25:22
30:22	DATE 37:8,	DENY 38:17	DISPUTE. 7:11

DISPUTES 10:18, 42:18	ECONOMIC 18:24, 18:25	13:17, 25:5	< F >
DISTINGUISH 28:9	ECONOMICS 15:9	ESTOPPED 22:13	F.3D 4:6, 5:19,
DISTINGUISHED 7:23, 8:8, 9:7, 31:5	ED 3:13, 17:19	ESTOPPEL 4:17, 5:9, 6:20,	5:23, 16:18
DISTINGUISHES 9:3	EDWARD 2:17	10:24, 11:19,	FACT 21:22,
DISTINGUISHING 17:25	EFFECT 4:17, 11:19, 29:4,	13:7, 13:14,	25:15
DISTRICT 1:1, 1:2, 1:4,	29:24	13:20, 13:24,	FACTORS 17:25
46:10, 46:12	EFFECTIVE 41:17	15:12, 29:4,	FACTORY 35:20
DIVISION 1:2	EFFECTIVELY 18:22	29:24, 35:3,	FACTS 7:2,
DO. 25:25	EFFICIENT 8:11, 8:19, 9:19	36:7	17:24, 19:19,
DOCKET 26:13	EFFORT 19:2	ET 1:13	23:18, 43:11
DOCTRINE 5:3, 5:13, 6:20	EIGHTH 5:19, 5:20, 5:21,	EVALUATE 39:3	FACTUAL 4:22
DOCUMENT 26:14, 26:19, 26:21,	7:21, 7:23,	EVALUATION	FAILED 17:3
26:22, 27:4	8:8, 9:7, 31:4	40:19, 41:14,	FAILS 32:8
DOCUMENTS	EITHER 6:13, 10:1, 16:4,	41:15	FAILURE 14:7
38:14, 39:20,	23:6, 33:14,	EVERYTHING 24:2	FALSE 16:1
39:21	38:10	EVIDENCE 32:12, 33:17, 34:3,	FAMILIAR 6:3,
DOING 18:11	ELDER 33:13	34:9, 34:11,	6:4, 6:9, 6:15,
DOMINIC 2:3, 3:12	ELECTED 8:6	34:15	39:16
DONE 38:15, 38:24, 41:3,	EMANUEL 2:4, 2:11	EXACT 16:19,	FASHION 38:23
41:16	EMBARCADERO 2:19	23:25	FEDERAL 1:39,
DOWN 22:11, 27:17	END 45:2	EXACTLY 26:12, 30:13, 38:9	5:12, 5:15,
DUE 44:9	ENE 41:3	EXAMPLE 7:8, 39:22, 41:6	5:25, 8:17,
DURING 30:21	ENGLISH 28:3, 39:21, 40:1,	EXCEED 43:8	46:8, 46:36
DUTIES 14:4, 14:8, 16:23,	40:6	EXCLUSIVELY 16:4	FEET 16:7
16:24, 30:12	ENORMOUSLY 16:3	EXCUSE 19:4	FEW 23:22
DUTY 14:18, 14:21	ENOUGH 20:4	EXECUTIVE 13:9	FIFTH 16:18
	ENTERED 7:9, 7:13	EXHIBIT 26:7, 26:21, 36:23	FIGUEROA 2:6, 2:13
	ENTERPRISES 1:7, 3:10	EXHIBITS 26:23, 34:15	FILE 31:14,
	ENTIRETY 28:2	EXISTENCE	37:17, 43:1,
	ENTITLED 29:3	20:14, 20:23	44:3
	ENTITY 6:24, 11:3, 11:5	EXPECT 39:18	FILED 26:9
< E >	EQUITABLE 6:20, 13:7, 13:14,	EXPECTATION	FINAL 37:21
E-MAIL 40:6	13:20, 15:12	38:16, 38:19	FIND 8:22,
EARLY 37:24, 40:19, 41:13, 41:15	ERNIE 26:9	EXPERIENCE	13:12, 26:12,
EARTH 23:8, 23:10, 23:11	ESSENTIALLY 16:12	41:22	27:9, 43:13
EASIER 33:5	ESTABLISH	EXPERT 37:12, 37:14, 37:15	FINDING 28:25
		EXPERTISE 25:17	FINE 17:11,
		EXPRESSED 24:5	23:11, 43:23
		EXTRA-LONG 20:9, 35:20	FINISH 38:25
			FIRST 3:27,
			11:7, 12:14,
			12:18, 31:17,
			40:15
			FL 2:7
			FLIMSY 20:19
			FLOOR 2:14
			FLOWING 11:9
			FOCUS 31:3,
			43:12

FOCUSED 17:6, 43:9	GRANT 21:14	IDENTIFYING 31:18, 33:21	INTERNATIONAL 18:11, 25:13,
FOCUSING 10:14, 10:16, 16:14	GRANTED 31:1	IGNORE 17:8	25:14, 25:16,
FOLLOW-UP 29:20	GRIGSON 16:17	IMMEDIATE 16:13	28:3, 38:13,
FOLLOWING 38:11	GROW 20:9	IMPLICATIONS 19:12	39:2, 39:12
FOOD 7:25, 8:1, 8:2, 8:3	GROWERS 20:8	IMPORTANT 5:17, 8:23, 12:24,	INTERPRETATION 19:18
FORCED 22:8	GUIDED 30:22	28:9, 31:12	INTERTWINED 24:3
FOREGOING 46:16	< H >	IMPOSED 16:23, 16:24	INVESTORS 6:23
FOREGONE 36:7	HAGUE 39:15	IMPOSES 15:3	INVOKED 24:23
FOREIGN 39:14	HAND 16:21	IMPRECISE 12:13	INVOLVE 25:8
FORM 29:13, 34:3	HAPPEN 21:6	IMPROPERLY 14:14	INVOLVED 6:23, 30:11, 38:13
FORMAT 46:22	HAPPENED 39:3	INCISIVE 23:13	INVOLVING 7:25, 32:4
FORMS 5:10	HAPPY 30:3, 30:5	INCLUDE 5:18	ISSUE 3:24, 3:25, 4:2, 5:1,
FORWARD 19:23, 31:2, 32:14, 33:9	HARD 24:17	INCLUDED 20:20	5:9, 5:18, 6:1, 8:20, 9:25,
FOUND 22:15, 29:11, 32:6, 34:17, 34:25	HARMED 19:23, 33:9	INCLUDING 4:25, 5:10, 5:25, 29:1	10:2, 10:4, 10:20, 10:23,
FOURTH 5:22	HEAR 4:12, 9:22, 17:12, 27:2, 31:5, 37:19, 41:9, 41:11	INDIA 35:17	11:8, 17:13, 18:15, 30:4,
FRANCISCO 2:21	HEARD 35:11	INDICATE 17:15	35:2, 35:5, 35:8, 36:1,
FRONT 25:23	HEART 20:13, 20:22, 23:25	INDISPENSABLE 3:24, 4:1, 4:3, 10:4, 10:5, 21:22, 28:22	39:13, 44:22
FUNDAMENTALLY 18:13	HEDGES 2:5	INDIVIDUAL 8:5	ISSUES 3:22, 3:26, 10:3, 11:12, 18:18,
< G >	HELD 25:9, 46:20	INDUSTRY 25:17	22:22, 25:1, 25:9, 36:22,
GAP 38:6	HELPFUL 9:5, 42:1	INITIAL 31:23	39:19, 39:24, 42:10
GARRETT 2:24	HEREBY 46:12	INJURED 21:7	ITEM 3:9
GENERATIONS 35:18	HISTORY 43:18	INJURY 21:20, 22:1, 22:4, 22:6, 28:23, 29:10, 29:13	< J >
GEOGRAPHIC 7:13, 7:15	HOLD 16:22	INPUT 7:7	J. 2:23
GETTING 16:2, 41:13	HOLDING 11:14, 13:23, 20:3, 30:10, 34:19	INSOFAR 38:12	JAPANESE 40:5
GIVE 6:20, 9:6, 9:15, 26:11, 43:1, 44:15	HOLDS 11:8	INSTRUCTIVE 4:6	JESS 1:13, 3:10, 3:14, 14:7, 17:20,
GIVEN 4:24, 39:2, 40:25, 43:10	HONORABLE 1:3	INSURANCE 6:25	24:13, 25:20, 27:5, 31:11
GIVES 13:19	HUGE 41:16	INTEGRALLY 24:2	JOHN 1:3
GOODS 10:18, 24:25	HURT 19:23	INTENDED 25:25	JOINDER 31:22
GOVERNED 28:1	HYPOTHETICALLY 22:2	INTEREST 19:24, 20:5, 31:18, 31:20, 32:2, 32:9, 33:21, 34:16, 34:22, 34:23	JOINT 34:18, 34:25
GOVERNMENTS 39:14	< I >	INTEREST. 31:24	JOKO 1:38,
	ICA 24:15	INTERESTS 22:16, 33:8	
	IDENTIFIED 12:16		
	IDENTIFY 34:16		

46:8, 46:33, 46:35 JOSEPH 2:10 JUDGE 1:4 JUDGMENT 29:4, 29:22, 36:5, 41:25 JUDICATA 29:23 JUDICIAL 46:24 JURISDICTION. 28:4 JURY 25:23	7:12, 7:16, 14:9, 14:25, 15:3, 15:16, 15:18, 16:11, 16:24, 20:25, 21:17, 22:8, 23:23, 24:1, 24:3, 30:16, 30:23, 35:12, 35:22, 35:23 LICENSEE 7:9, 7:13, 7:17 LICENSING 7:20, 10:9, 10:15, 14:13 LICENSOR 7:8 LIGHT 9:16, 19:19 LIMITED 20:4, 24:14, 25:9 LIMITING 7:12, 25:8 LINE 12:25, 27:18 LINKS 11:5 LITIGATING 22:14 LITIGATION 11:9, 21:5, 33:9, 36:3, 36:4, 36:5 LITTLE 15:25, 38:6 LLC 1:13, 27:5 LLP 2:5, 2:12, 2:18, 2:24 LOGICAL 25:17 LONDON 25:16 LONG 24:17, 43:21 LOOK 9:18, 13:10, 23:5, 24:12, 26:3, 31:2, 43:14, 43:18 LOOKED 5:12, 7:5, 8:17, 8:21 LOOKING 18:19, 23:13, 26:22, 27:13	LOS 1:28, 1:41, 2:8, 2:15, 2:27, 3:1, 25:23, 46:3 LOSE 12:15, 12:19, 13:4, 42:23 LOT 42:17 LTD 1:7 LYNCH 43:16  < M > MALICIOUS 41:7 MANAGED 13:4 MARGINAL 39:24 MARKET 30:1 MARKETED 20:10 MATERIAL 44:7 MATERIALS 20:25 MATTER 4:21, 11:22, 18:14, 24:1, 33:15, 42:22, 46:20 MEAN 19:8, 22:18, 26:4, 28:19, 32:1, 38:2, 41:6, 42:15 MEANINGFULLY 41:24 MEANT 12:13 MEMBER 32:19, 33:12, 33:13 MEMBERS 21:4 MENTIONED 43:12 MERCHANDISE 7:25, 8:1 MERRIL 43:16 MIDWAY 27:17 MILLION 35:19 MIND 18:3, 25:13, 37:6, 43:8 MINDFUL 38:11 MINUTE 3:19, 21:8, 26:5, 29:15 MISSING 34:13 MOMENTS 23:22	MONDAY 1:30, 3:1, 44:4, 44:10 MONETARY 21:11, 21:15, 22:3 MONEY 35:22, 42:12, 42:17 MONTH-LONG 38:1 MORNING 3:11, 3:13, 3:15, 3:17, 3:19 MOTION 3:24, 3:26, 9:24, 10:1, 12:1, 17:2, 17:22, 23:2, 25:19, 26:10, 28:21, 30:25, 31:11, 32:8, 38:17 MOTIONS 3:20, 3:22, 3:23, 37:17, 41:21, 41:25, 44:23 MOVE 35:4 MUSIC 2:24  < N > NAMED 4:8 NARROW 34:20 NATIVE-AMERICAN 32:4 NATURE 19:9, 36:15, 36:19, 39:2 NECESSARILY 42:16 NECESSARY 3:28, 10:22, 11:15, 31:10, 32:7 NEED 9:6, 9:13, 9:14, 23:17, 43:9, 43:21, 44:6, 44:17 NEEDS 7:5 NEUFELD 33:12 NEUTRAL 40:18, 40:19, 41:13, 41:15, 42:5, 42:12, 42:20,
---	--	--	--

&lt; K &gt;

KINDS 41:23  
KNOWING 15:24  
KRONSTADT 1:3

&lt; L &gt;

LANGUAGE 25:6,  
25:8, 39:21  
LAST 11:14,  
37:8, 37:17,  
37:19  
LAW 5:2, 5:7,  
5:12, 5:14,  
8:16, 15:13,  
23:9, 28:3,  
36:13  
LAWS 5:14, 20:1  
LAWYER 19:12,  
22:10, 31:13  
LEAST 23:9,  
33:6  
LED 16:12  
LEGALLY-PROTECT  
ED 31:24  
LENGTH 37:24  
LENGTHY 43:10  
LETTERS 27:15  
LEWKOWITZ 13:8  
LIABILITIES  
34:19  
LIABILITY 4:14,  
13:12, 13:17,  
14:7  
LIABLE 16:22  
LICENSE 7:10,

42:24	46:36	PARAGRAPH	3:16, 4:11,
NEW 7:17,	OFTEN 9:18	24:18, 28:24	4:12, 4:16,
12:22, 35:10	OKAY 19:10,	PART 7:20,	5:5, 10:11,
NEXT 40:14,	19:20, 27:11,	10:9, 14:22,	10:12, 11:1,
44:3, 44:4,	28:11, 29:15,	14:23, 16:23,	11:3, 16:21,
44:10, 44:11,	29:18, 35:9,	38:8	18:5, 18:11,
44:13, 44:14,	41:3, 43:7	PARTICULAR	22:5, 23:14,
44:15	OLIVER 2:5	24:25	24:23, 25:8,
NINTH 4:5,	ONE 2:25, 4:25,	PARTICULARIZED	26:3, 29:22,
18:19, 19:21,	10:21, 12:22,	30:17	39:20
20:4	14:12, 16:21,	PARTIES 25:15,	PLAINTIFF/LICEN
NO. 1:38, 3:9,	22:7, 24:19,	32:7, 34:19,	SOR 7:18
15:22, 19:7,	26:23, 28:20,	37:8, 40:3,	PLAINTIFFS 8:4,
32:13, 36:10,	28:22, 30:5,	41:15, 44:10	8:6, 12:15,
42:13, 46:35	33:2	PARTS 7:12	17:2, 22:2,
NOBODY 36:17	ONE-SENTENCE	PARTY 3:24,	36:7
NON 11:1	10:17	4:1, 4:3, 6:13,	PLEADING 18:7
NON-EXPERT	ONE. 10:1, 12:5	7:14, 7:17,	PLEADINGS 37:9
37:10, 38:12	ONES 43:15	10:4, 10:5,	PLEASE 17:20,
NON-PARTIES	OPERATES 20:15	10:23, 11:3,	29:19
40:4	OPPORTUNITY	11:10, 11:12,	PLEASURE 12:17
NON-PARTY 36:2,	14:15, 36:8	11:15, 21:22,	POINT 10:17,
36:6	OPPOSED 19:17,	28:22, 31:10,	17:1, 17:24,
NON-SIGNATURE	33:18, 34:3	31:19, 31:24,	18:2, 20:25,
16:22	OPPOSITION	32:19, 36:4	28:20, 30:5,
NON-SIGNATORY	12:20, 13:7,	PAST 33:14	33:18, 33:19,
5:3, 13:18,	13:16, 14:10,	PAUL 2:10, 3:15	34:25
14:2	14:11, 25:19,	PAUSE 29:17	POINTED 28:10
NONE 4:20	31:17, 35:15	PEELER 2:24	POINTS 10:21
NOTE 6:23	OPTION 27:19	PENDING 30:25	POLICIES 6:25
NOTEBOOK 26:12	ORDER 8:20,	PEOPLE 42:3,	PORTUGUESE 40:6
NOTED 22:21	21:17, 30:13,	42:11	POSITION 4:12,
NOTION 24:5	42:11	PERFECTLY	4:15, 4:16,
NOTWITHSTANDING	ORGANIZATION	12:17, 14:10,	21:11
11:2	14:22, 20:8	25:17	POSITIONS 7:4,
	ORGANIZED 16:1	PERFORMANCE	43:11
	ORIGINAL 7:16,	13:19	POSSIBLE 4:17,
< O >	7:20, 27:18	PERIOD 27:19	28:23
OBLIGATION	OTHERS 11:4,	PERMISSIVE	POSSIBLY 29:22
11:1, 14:18,	28:25, 29:25,	34:19	POTENTIAL 29:10
14:21, 15:2,	43:13	PERMIT 14:14	POTENTIALLY
15:5	OUTCOME 3:27	PERSUADE 38:1	42:18
OBLIGATIONS	OUTSET 32:8	PERSUADED	PRACTICAL
13:18, 14:4,	OUTSIDE 40:18	10:16, 38:24	18:18, 19:12
14:8, 30:12	OWN 30:8	PERSUADING 38:1	PRAYER 21:10,
OBSERVATION		PHRASES 24:19	28:24
18:18		PIECE 21:5	PRECISELY 23:22
OFFER 41:24	< P >	PLAIN 25:5	PRECLUDED 11:12
OFFICIAL 1:39,	PAGE 46:22	PLAINTIFF 1:9,	PRECLUSION
46:1, 46:8,	PAGES 43:9	2:3, 3:12,	11:9, 35:2



PREFERENCE 39:9	PROMISSORY 6:23	31:22	22:3
PRELIMINARY	PROMOTION 20:7	QUOTING 13:25	REMARKS 27:12,
11:22	PROPOSED 41:6,		27:15
PREPARED 4:19,	41:19		REMEDIES 41:24
6:6, 11:17,	PROPOSING	< R >	REMEDY 35:13
11:18	40:18, 40:19,	RAISED 36:1	RENEW 22:8
PRESENT 33:14,	40:23	RAISES 3:26	RENEWAL 35:13
34:20	PROPOSITION	RANCH 5:11	REPLY 6:6,
PRESENTED 3:23,	32:12, 34:2	RATIONALE 4:21	12:21, 16:17,
5:9, 33:17	PROSECUTION	REACH 3:28	32:3
PRESIDENT 13:9,	41:8	READ 8:9, 8:25,	REPORT 36:24,
13:10	PROTECT 20:24,	9:14, 15:4,	37:7, 38:20,
PRESIDING 1:4	21:3, 21:4,	24:17, 25:18,	40:17, 43:1
PRESUME 29:1	22:20	31:6, 32:15,	REPORTED 46:18
PRETRIAL 37:21	PROTECTED 32:9	32:20, 43:15	REPORTER 1:39,
PRETTY 11:14,	PROTECTIONS	READING 13:23	46:1, 46:10,
39:24	14:25	REAL 39:11	46:36
PREVAILS 22:5	PROVE 16:12	REALLY 9:8,	REPORTER'S 1:26
PREVENTED 16:2	PROVIDE 41:14	12:25, 13:22,	REPRESENT 32:14
PRINCIPALLY	PROVIDED 8:2,	20:3, 23:25,	REPRESENTATIVE
16:4	44:10	25:18, 26:4,	30:20
PRINCIPLE 16:19	PROVIDER 4:8	39:24	REPRESENTED
PRIVATE 42:5,	PROVIDERS 8:3	REASON 20:13,	11:13, 36:14
42:12	PROVISION 10:6,	20:22, 22:23,	REPRESENTED.
PRIVILEGED	24:13, 24:14	36:9, 36:11	22:17
41:10	PROVISIONS 18:6	REASONABLE	REPUTATION.
PRIVITY 22:16	PULLED 13:1	38:23	35:2
PRM 5:18, 6:8,	PURCHASE 24:25	REASONS 32:16	REPUTATIONAL
6:15, 7:8, 8:9,	PURCHASED 10:18	REBUTTAL 37:14	20:2, 20:12,
9:3, 23:15	PURCHASERS 7:25	RECEIVE 44:24	34:23
PROBABLY 35:1	PURSUANT 16:22,	RECOGNIZE 8:25,	REQUESTED 28:13
PROCEDURAL	46:14	9:1, 9:2, 38:16	REQUIRE 5:5,
14:24	PURSUE 15:9	RECORD 26:6	7:18, 34:14
PROCEED 8:12,	PUT 33:6, 33:8	REFER 43:15	REQUIRED 7:21,
8:19	PUTS 18:16	REFERRED 7:6,	33:17
PROCEEDING 4:13	PVT 1:7	17:11	REQUIREMENT
PROCEEDINGS		REFERRING 27:22	31:23
1:26, 29:17,	< Q >	REGULATIONS	REQUIRES 30:11,
45:2, 46:18	QUESTION 23:21,	28:2, 46:24	31:18, 32:1
PROCESS 28:7,	28:22, 29:21,	REGULATORY	RES 29:23
28:10, 41:14,	33:10, 33:15,	19:25	RESOLVING 42:18
44:16	34:13	REINSTATE 21:17	RESOURCES 15:8
PROCESSES 38:22	QUESTIONS	RELATED 13:15	RESPECT 4:1,
PRODUCT 21:1	33:16, 35:5	RELATIONSHIP	5:1, 8:13,
PRODUCTION	QUINN 2:4, 2:11	32:23, 33:1	9:11, 12:1,
38:14	QUITE 4:9,	RELEVANT 23:7,	14:19, 17:22,
PRODUCTIVE	9:10, 18:9,	30:21	21:20, 22:22,
41:20, 42:2,	24:4, 27:2	RELIEF 21:10,	23:2, 31:10,
42:14	QUOTE 15:4,	21:11, 21:12,	36:8, 38:12,
PRODUCTS 8:2		21:14, 21:15,	39:25, 43:7,

44:22	SCORCH 23:8	SIGNATORY 5:4,	STANDS 32:11,
RESPECTIVE	SCRUTINY 19:25	5:5, 11:2, 14:1	34:2
8:13, 9:15,	SECOND 5:25,	SIGNED 18:4	STAPLE 20:9,
43:11, 43:19	10:25, 25:4,	SIGNIFICANT	35:20
RESULT 22:4,	26:11, 33:11,	5:24, 8:14,	STARK 41:1
22:7	43:15	10:3	START 35:20
RETAILER 8:4	SECTION 16:5,	SIGNIFICANTLY	STARTING 18:2
RETAILERS 7:25	16:6, 24:6,	21:6	STATE 12:5,
REVIEWED 37:7	29:2, 29:6,	SIMPLY 22:10,	12:8, 46:5
REVOCATION 24:3	46:14	26:2, 34:16,	STATED 8:16,
RISE 13:19	SEEING 26:17	35:23	10:23, 12:9,
RISK 22:20	SEEK 5:4,	SITUATION 30:7	42:9
RISKS 20:16	16:22, 35:13,	SIZE 40:25	STATEMENT
RISKY 31:12	35:14, 35:15,	SLATTERY 2:10,	10:13, 10:17
RIVES 2:18	35:23	3:15, 3:16	STATES 1:1,
ROAD 22:11	SEEKING 21:11,	SMALL 24:18	1:4, 5:14,
ROLE 4:24,	22:3, 35:21,	SMITH 1:13,	16:20, 46:10,
9:11, 9:12	35:22	3:10, 3:14,	46:16, 46:26
ROOM 1:40	SELECT. 27:19	14:7, 17:20,	STAY 30:25
RULE 3:23,	SELLER 27:19	24:13, 25:20,	STEERED 30:22
10:21, 21:22	SELLING 21:1	27:5, 31:11	STENOGRAPHICALL
RULES 28:2	SELLS 10:12	SOLD 6:23,	Y 46:18
RULING 44:22	SEND 44:7	6:24, 6:25,	STEP 31:17
RULINGS 37:20	SENSE 15:10	10:19	STIPULATE
	SENSIBLE 42:21	SONS 1:13,	11:18, 11:23,
	SEPARATE 24:20	3:10, 3:14,	22:2, 22:11,
< S >	SERIES 3:20,	27:5	36:11
S. 2:6	9:17	SOPHISTICATED	STIPULATING
SALE 24:25	SERIOUS 37:25	18:11, 42:10	29:22
SALES 26:20,	SERVES 16:4	SORRY 28:17	STIPULATION
26:25, 27:5,	SERVING 4:25	SORT 18:18,	22:19, 44:7
27:6, 27:18	SET 40:13	20:1, 20:18,	STOEL 2:18
SAN 2:21	SETTLEMENT	24:5, 43:17	STREET 1:40,
SAYING 8:1,	40:16, 41:7,	SORTS 21:2	2:13
20:21	41:20, 44:16	SOUGHT 7:18,	STRIP 30:22
SAYS 16:24,	SEVERAL 34:18,	19:1	STRUCTURE 34:4
20:4, 24:14,	35:15	SOUTH 2:13	STUFF 34:16
26:25, 27:12,	SHERMAN 24:7,	SOVEREIGNS	SUBJECT 4:10,
27:14, 27:25,	29:2	32:4, 32:5	10:23, 19:24
28:1, 32:21,	SHOW 30:24,	SPEAKING 19:11	SUBMISSION
34:24	42:3	SPECIFIC 31:18	44:24
SCHEDULE 17:15,	SHOWED 12:20,	SPEND 42:12	SUBMIT 32:12,
40:14	38:20	SPENT 35:19,	34:3, 44:7,
SCHEDULING	SHOWING 31:25	42:17	44:9, 44:11
3:21, 36:22	SHOWS 30:9	SPINNER 35:17,	SUBSTANCE
SCHROEDER 26:9	SIC 12:15, 17:2	36:3	13:25, 41:11
SCOPE 7:10,	SIDE 23:6	ST 2:6	SUE 8:6, 41:7
7:13, 7:16,	SIDES 42:2	STAND 22:10,	SUED 7:17, 8:7,
25:4, 25:5,	SIGNATORIES	43:2	11:3, 11:4,
28:6, 28:9	13:11	STANDARDS 6:21	13:8



SUFFER 20:1	THINKS 23:6	25:1, 31:5,	VERDICT 22:12,
SUITE 2:20,	THIRD 18:5,	32:3, 35:16,	22:15
2:26	40:2	43:12, 43:22	VERSUS 4:6,
SULLIVAN 2:12	THIS. 26:4		11:14, 11:16,
SUMMARY 41:24	THOUGH 28:21		16:17, 31:16
SUMMER 38:8	THREATENING	< U >	VIABLE 15:17,
SUN 5:10	31:12	UMBRELLA 36:18	15:21
SUNKIST 14:5,	THREE 2:19,	UNDERLYING	VICE 13:9
15:14	12:22, 19:1,	14:1, 30:11	VIEW 4:3,
SUPERSEDES	35:18	UNDERSTAND	10:22, 12:9,
23:15	TIMETABLE 37:3	8:25, 11:24,	35:25, 40:9,
SUPPLEMENTAL	TITLE 46:14	14:20, 17:4,	42:9
8:12, 28:12,	TODAY 22:10,	19:14, 21:9,	VIEWS 8:13,
43:1, 44:24	44:17	21:19, 21:24,	9:15, 17:12,
SUPPLIERS 10:11	TOGETHER 43:4	33:25, 34:8,	41:1, 43:19
SUPPORT 26:10	TOO. 36:18	35:8, 39:16,	VIOLATED 29:6
SUPPORTED	TOOK 39:1	40:8	VIOLATES 29:2
15:13, 15:14	TORTFEASOR	UNDERSTANDING	VIOLATION 30:23
SUPPORTS 17:3	34:25	4:10, 19:12,	VS 1:11
SUPPOSE 22:2	TORTFEASORS	21:25	
SURPRENANT 2:3	34:18	UNDERWRITE 7:1	
SWIM 12:2	TRACK 23:23	UNILATERALLY	< W >
	TRADE 18:12,	14:14	W. 1:40
	21:3	UNIQUE 30:7	WAIVERS 18:21
< T >	TRADELINE 1:7,	UNITED 1:1,	WALK 22:12
T-MOBILE 11:10	3:9, 14:2,	1:4, 46:10,	WANTED 12:10,
T. 1:38, 46:8,	16:21, 19:1,	46:14, 46:24	19:15
46:33, 46:35	20:24, 22:8,	UNLESS 35:4	WARD 4:6, 11:7,
TARGETED 36:16	22:11, 22:25,	UNLIKE 18:24	11:14, 11:16,
TECHNICAL 29:16	25:12, 25:19,	UNLIMITED 25:6	17:23, 17:25,
TELEPHONE 4:7	30:23, 35:17,	UNMINDFUL 39:4	18:3, 18:19,
TENSE 33:14	39:6	UNTIL 41:21,	19:3, 20:3,
TENTATIVE 4:3,	TRANSCRIPT	41:24	31:16, 32:20,
9:20, 10:22,	1:26, 46:18,	UNWILLING 41:24	32:22, 34:23
12:3, 12:9,	46:22	UPDATE 44:16	WAYS 30:17
12:12	TRANSLATION	UPSTREAM 12:2	WEDNESDAY 44:4,
TENTATIVE. 12:4	39:19, 39:24	URQUHART 2:4,	44:11, 44:13,
TERMINATED	TRIAL 37:23,	2:11	44:14, 44:15
15:17, 15:19,	37:24, 38:1,	USING 20:15	WEEK 43:22,
16:11, 20:24,	38:3		43:23, 43:25,
23:24	TRIBAL 32:4		44:1
TERMINATION	TRIBUNAL 25:16	< V >	WEEKS 39:2,
14:15, 24:2	TRUE 46:16	V. 3:10, 11:7	43:22
TERMS 18:14,	TRY 38:22	VALID 25:5	WELCOME 22:18
31:4, 37:24	TRYING 13:17,	VALLEY 5:11	WEST 23:9
TERRIBLY 39:16	18:5	VALUABLE 16:3,	WESTERN 1:2
TEXT 27:15	TURN 36:21	41:2	WHATSOEVER
THIN 20:18	TWO 3:28, 9:16,	VALUE 21:4	31:25
THINKING 9:21,	10:3, 10:7,	VALUED 25:2	WHETHER 4:2,
16:7, 34:15	10:13, 22:22,	VARIOUS 6:20	4:13, 4:16,

5:3, 5:4,  
 21:16, 29:3,  
 33:14, 34:1,  
 38:14, 40:7,  
 42:21, 44:8  
 WHOLE 23:9,  
 23:11  
 WHOLESALE 5:21,  
 6:11, 6:17,  
 7:24, 9:1,  
 23:15  
 WHOM 8:6,  
 10:12, 11:4,  
 42:5  
 WILL 12:17,  
 17:15, 22:3,  
 23:8, 28:12,  
 30:24, 31:8,  
 35:14, 35:22,  
 39:18, 41:1,  
 43:14  
 WILLING 11:22,  
 21:14, 24:12  
 WILSHIRE 2:25  
 WITHIN 7:15  
 WITHOUT 14:15  
 WOODS 2:23,  
 3:17, 3:18,  
 28:15, 28:18,  
 28:20, 29:12,  
 29:20, 31:8,  
 34:24, 37:2,  
 40:9, 40:11,  
 40:21, 41:6,  
 44:20  
 WORDS 17:9,  
 19:9, 21:21,  
 36:17  
 WORK 38:19,  
 38:22, 41:16,  
 43:25  
 WORKED 43:4  
 WORKS 44:1  
 WORLD 20:10  
 WORTH 15:8  
 WRITTEN 44:22

42:16  
 YEARS 19:2

< Y >  
 YEAR 11:15,